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Agreement between the Amalgamated Transit Union (ATU), Local 1267, AFL-CIO and the Broward Board of County Commissioners, 1999-2002

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Author

Amalgamated Transit Union (ATU), Local 1267, AFL-CIO

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IDnum 10 **Language** English **Country** United States **State** FL

Union ATU (Amalgamated Transit Union) AFL-CIO

Local Local 1267

Occupations Represented
Busdrivers

Bargaining Agency Broward Board of County Commissioners

Agency industrial classification (NAICS):

48-49 (Transportation and Warehousing)

BeginYear 1999 **EndYear** 2002

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Notes

Contact

Full text contract begins on following page.

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This Agreement, made and entered into this day of , 1999, by and between THE BROWARD BOARD OF COUNTY COMMISSIONERS, DEPARTMENT OF COMMUNITY SERVICES, DIVISION OF MASS TRANSIT, its successors and assigns, hereinafter referred to as the Employer, and AMALGAMATED TRANSIT UNION, LOCAL 1267, hereinafter referred to as the Union,

WITNESSETH:

That the parties hereto contract and agree as follows:

A G R E E M E N T

ARTICLE 1
RECOGNITION

Section 1: The Employer recognized the Union as the representative of those employees of the Employer who have authorized the Union in writing to represent them, including: operators, part-time operators, mechanics, storekeepers, utility employees, service employees, coach service attendants, and excluding: supervisors, professional employees, office employees, and guards.

Section 2: When the term employee is used in this Agreement, it shall mean an employee coming within the scope of this Agreement.

Section 3: The Union agrees to furnish the Employer with an up-to-date list of all officers and committee members and immediately notify the Employer of any change thereto.

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ARTICLE 2
MANAGEMENT

It is not the intention of this Agreement and the same shall not be construed so as to limit in any way the right of the Employer to manage and operate its property. Unless specifically limited by this Agreement, the Employer expressly reserves to itself the management, conduct, control, and operation of its business, the direction of its working forces, the establishment of rules which would not be contrary to or in conflict with this Agreement, instructions and regulations necessary for safe, proper and sound conduct of its business, the determination of the type, kind, make and size of equipment used by it and the determination of how, when, and where such equipment shall be used, all as they existed prior to the execution of this Agreement, that no unit employee will suffer a loss from his/her regular scheduled workweek as a result of the Employer's subcontracting.

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ARTICLE 3
EMPLOYEE COOPERATION

The employees shall work at all times to the best interest of the Employer; they shall perform efficient service in their work; they shall operate and handle the Employer's vehicles carefully, safely, and with the utmost regard to the safety of passengers, the general public, and the equipment entrusted to their care, operators shall check the bus for minor defects such as all lights, horn, brakes, body damage, destination sign and so forth; they shall operate and handle the Employer's vehicles at all times in full compliance with the rules of the Employer; they shall give the riding public courteous and respectful treatment at all times to the end that the Employer's service may improve and grow; and they shall at all times use their influence and best endeavors to preserve and protect the interest of the Employer and cooperate in the promotion and advancement of the Employer's interest.

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ARTICLE 4
ANTI - DISCRIMINATION

Section 1: The Employer agrees that neither it nor any of its officers or supervisors will differentiate among, discriminate against, interfere with, restrain, or coerce employees because of membership in the Union or participation in the Union's regular activities, nor shall the Employer discriminate against any employee or group of employees for presenting to the Employer any complaint, dispute or grievance if carried through proper grievance procedures hereinafter provided, nor shall the Employer prevent any employee from the wearing of the Union's emblem on his/her uniform.

Section 2: The Union agrees that neither it nor any of its officers, members or agents will intimidate or coerce employees into membership in the Union.

Section 3 : The provisions of this Agreement shall apply equally to all employees covered by this Agreement, without discrimination on the part of the Employer or the Union. There shall be no discrimination against anyone regarding hire or tenure of employment because of race, color, age, religion, gender, sexual orientation, disability, or national origin.

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ARTICLE 5
COLLECTION OF DUES

The Union shall indemnify and hold harmless the County from any and all claims, demands, or expenses in connection with the County's participation in Dues deduction.

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ARTICLE 6
TIME OFF FOR UNION ACTIVITY

Section 1 : Leave of absence without pay will be granted by the Employer to its employees to accept a position with the Union or with the International Union provided the Union shall give the Employer twelve (12) hours notice and provided no more than two (2) employees shall be given leave of absence at the same time for Union reasons during any one period of time. Any employee who takes a leave of absence as provided by this Article shall, in addition to his/her loss of pay, lose all benefits for the entire period of such leave of absence. During such leave of absence, the employee shall retain his/her seniority status. The employee's right to return to work for the Employer shall be contingent upon the Employer's existing rules and regulations, including the employee's physical capacity for performing the duties for which s/he was previously employed by the Employer. Officers of the Union on Committees of the Union shall have preference over all other members of the Union in securing leave of absence for business of the Union.

Section 2: The Union steward and a Union officer shall represent the employees and shall be authorized to resolve grievances and other employee matters on behalf of such employees in any step of the grievance procedure provided herein. Such resolved grievances and matters shall be final and binding upon the employees and the Union. The job steward and the Union officer shall, within two (2) hours notice, be permitted time off without pay to handle local grievances arising hereunder. The President, the Vice President, or Financial Secretary of the Union shall authorize a request for a Union member to be permitted time off for Union business, which employee shall be issued

his/her regular check on the next regular payroll, for said absence. The County will, for each year of this labor agreement, provide Local 1267 with a bank of 500 hours for Union business use. For any Union business hours used beyond 500 hours the County will invoice Local 1267 for said employee cost including Retirement and Social Security

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during said absence payable within three (3) days after invoice date, excluding Saturdays, Sundays and Holidays.

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ARTICLE 7
LEAVE OF ABSENCE

Section 1: Leave of absence without loss of seniority for reasons other than union business or sickness may be granted for a period not to exceed ninety (90) calendar days at the sole discretion of the Employer. The County reserves the right to charge accrued annual leave for the absence of an employee who is away from work on an authorized extended leave of absence, other than vacation, not to exceed ninety (90) days.

Section 2: Employees returning to work after a leave of absence of thirty (30) days or more must be able to qualify for the job under the then existing qualifying standards of the Employer, and their compensation shall be at the then prevailing rate.

Section 3: Any leave of absence within the first twelve (12) months of employment shall not be considered as time worked or as service with the Employer within the meaning of any of the other provisions of this Agreement.

Section 4: Any employee selected or appointed to managerial or supervisory positions within the County shall be granted a leave of absence from the Union for a period not to exceed seventy (70) working days. During said requested leave, the employee's seniority shall be retained and accumulative. Any supervisory employee who wants to bid back in as a mechanic or an operator after the initial seventy (70) day period shall do so at the bottom of the applicable seniority list at the prevailing rate of pay.

Section 5: Parenting leave shall be granted upon written request and shall be treated the same as sick leave provided in Article 39.

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ARTICLE 8
REDUCTION IN PERSONNEL --- REEMPLOYMENT

Section 1: When it is necessary to reduce the regular forces of the operators or maintenance employees, layoffs of operators shall be in the reverse order of seniority as defined in Article 15 of this Agreement, and layoffs of maintenance employees shall be in the reverse order of seniority within each classification of maintenance employees as defined in Article 15 of this Agreement provided the employee retained is qualified to perform the job and was working in the classification required at the time of the reduction in force. Employees so laid off will retain and accumulate seniority rights during such layoff.

Section 2: When the regular forces of operators or maintenance employees are increased, former employees of the Employer who were laid off in accordance with Section 1 of this Article, shall be offered recall in the reverse order in which they were laid off, provided, however, that this Agreement, or any renewal, amendment, or extension thereof is still in effect, and no more than two (2) years has elapsed since their last layoff.

Section 3: In the recall of persons in accordance with Section 2 above, the following procedure shall be followed:

First: The Employer will attempt to notify each person to be reemployed to report for work by registered U.S. Mail (return receipt requested) or by telegram. Such letter or telegram shall be directed to the last known address of such person, and a copy thereof shall be furnished to the Union. By so doing, the Employer shall have discharged its notice obligations under this Article. Employees who were laid off must

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keep the Employer and the Union supplied with a correct and up-to-date mailing address or risk forfeiture of their seniority and employment rights.

Second: Persons so notified to report for work must report for work within fifteen (15) days after date of mailing of letter or transmitting of telegram or lose their seniority and employment rights hereunder.

Section 4: When a layoff exceeds thirty (30) days, the person offered recall under provisions of this Article must be able to perform the work requirements under the then existing employment standards of the Employer.

Section 5 : The Union will be furnished copies of all official layoff and recall notices to the affected employee(s).

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ARTICLE 9
PHYSICAL EXAMINATIONS

Section 1: All employees shall submit to a physical examination as often as deemed necessary by the Employer. The expense of such physical examination shall be borne by the Employer, and the examining physician shall be designated by the Employer.

Section 2 : As a condition of continued employment with the Employer, any physical examination above provided for must reveal the physical or mental fitness of the employee involved to perform the duties for which he was employed.

Section 3 : Should any required physical examination above provided for reveal the physical or mental unfitness of the employee involved to perform the duties for which s/he was employed, s/he may at his/her option have a review of the case in the following manner:

A. S/he may employ a licensed physician of their own choosing and at their own expense for the purpose of conducting a further physical examination for the same or recommended purpose of the physical examination made by the physician employed by the Employer. A copy of the findings of the physician so chosen by the employee involved shall be furnished to the Employer, and in the event such findings verify the findings of the physician employed by the Employer, no further medical review of the case shall be afforded.

B. In the event the findings of the physician chosen by the employee involved shall disagree with the findings of the physician employed by the Employer, the Employer and the employee involved shall, within five (5) days from such disagreement agree upon and select a third (3rd) qualified, licensed and disinterested physician for the purpose of making a further physical examination of the employee involved. If the third (3rd) physician agrees to make a further physical examination of the employee involved, the employee must secure an appointment with the third (3rd) physician within five (5) days of such acceptance. The third (3rd) physician shall have five (5) days from the date of his/her physical examination of the employee involved within which to submit his/her findings to the two (2) physicians previously selected by the Employer and the employee. The findings of the majority of the three (3) examining physicians shall determine the disposition of the case and be final and binding upon the parties hereto. The expense of the employment of such third (3rd) physician shall be borne equally by the Employer and the employee.

C. In the event the findings of the third (3rd) physician agree with the findings of the physician employed by the employee, the employee shall be paid for the days s/he was taken out of service but in no event for more than fifteen (15) days from the date the employee's physician made his/her findings known to the Employer's physician.

Section 4: Should any physical examination provided for above reveal the physical or mental unfitness caused by disease, defects or disabilities of a temporary or curable nature, and the employee involved is willing to have the cause or causes of such unfitness treated and rectified, then, in such an event, depending upon the particular

circumstances of each case:

A. The employee involved may continue working while undergoing medical treatment, if the examining physician, or a majority of the three (3) examining physicians, as herein above provided, shall certify to his/her ability to safely do so, or

B. The employee involved shall be taken out of service and given a leave of absence for the purpose of undergoing medical treatment until such time as the examining physician, or the majority of the three (3) examining physicians, as herein above provided, shall certify to his/her physical and mental fitness to perform again the duties for which s/he was employed; provided, however, such leave of absence shall not extend for a period of more than two (2) years, and the seniority of the employee involved shall be unaffected thereby. Such a leave of absence shall further be subject to the provisions of the Article relating to leave of absence and any employee on leave of absence because of physical or mental unfitness and unable to perform his/her duties may be required to supply the employer with a physician's report covering his/her condition at such interval, or intervals which the Employer may require. The limitation of leave provided in this Section may be extended only by mutual agreement between the Employer and the Union.

Section 5: Physicians employed by the other party, as required in this Article, shall be members of the American Medical Association or American College of Surgeons, except as permitted by mutual agreement between the parties.

Section 6: Employees will not be required to go for a physical examination on their day or days off.

Section 7: Any employee who is found temporarily incapable of fulfilling the duties for which they were hired or found permanently incapable of returning to the duties for which they were hired may be given preference in a job they are capable of doing over the hiring of new employees or train for a new position where possible, in the highest prevailing rate within the job classification where they are placed.

Section 8: Specified employees will be required to submit to a physical to be given by a physician of the County's choice, subject to the requirements of State Rule Chapter S- 14.90 Equipment and Operational Safety Standards Public Sector Bus Transit Systems. If such a physical is scheduled on the employee's day off, the employee shall be paid for the actual time necessary to undergo the physical at the employee's straight time hourly rate with a minimum guarantee of three (3) hours pay.

Section 9: Any Operator that is found temporarily incapable of fulfilling his or her duties as provided in Section two (2) above or due to a non-job related injury or illness, will work light duty for a period not to exceed ninety (90) days in a year.

A. Light Duty Guidelines --- The light duty lists below will be a guideline to utilize Workers Compensation employees first, then "personal" injury employees.

B. The time allowed for light duty will be limited to the medical recommendation, as agreed to by the County and will not be considered a permanent change in assignment.

C. An employee claiming personal injury and requesting light duty will be required to submit doctor's notes and the Alternate Duty Criteria and Guidelines form, completed by the doctor including his/her recommendation of the employee's ability to perform duties on the light duty list (including limits, if any, on lifting, stooping, bending, etc).

D. The following list possible duties with reasonable accommodations made on an individual basis:

Operations - Phone room, guard shack, information centers, office/field work, crew vehicle driving, other duties as agreed to by the County and the Union.

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ARTICLE 10
DISCIPLINE OF EMPLOYEES

Section 1: All charges preferred by the Employer against its employees for violation of its rules or other offenses must be preferred within five (5) days after any such alleged violation or offense has been made known to the official or officials of the Employer or their designees. If the charges are not preferred within the time limits set forth herein, such alleged violation or offense shall be forever barred and extinguished, provided, however, that any violation of the rules pertaining to the mishandling of fares or mis-appropriation of the Employer's funds or property shall not come within the scope of the foregoing provisions of this Section. Additionally, any discipline meted out in other than fare violations must be begun within five (5) days of notification to the employee.

Section 2: If any employee is charged with an offense involving the mishandling of fares, drunkenness, possession or use of an illegal substance or the misappropriation of the Employer's funds or property, neither such charges nor discipline meted out in connection therewith shall be subject to the grievance and arbitration procedures provided for in this Agreement unless and until the grievance and/or demands for arbitration in such cases be accompanied by a signed authorization from the employee involved releasing the Employer and the Union to submit any and all information and facts pertaining to the case to whomever they may concern.

Section 3: When the Employer disciplines an employee and/or places a written entry of the incident in the employee's file, the employee and Union involved shall be furnished a copy of the entry. An employee may examine and copy from his/her own employee file at any reasonable time. After thirty (30) months all materials pertaining to discipline in an employee's file will not be used for disciplinary purposes.

Section 4: If, as a result of investigation or upon appeal, the discipline, suspension or dismissal of an employee is found to have been without just cause, his/her record of the alleged offense will be cleared, and if time has been lost, the employee will be paid for such loss of time by the Employer in accordance with the amount s/he would have received had s/he not been held from service.

Section 5 : Employees' personnel records are available for review during regular business hours consistent with the provisions of chapter 119, Florida Public Records Law.

A. Prior to any disciplinary hearing, all documentation, in the possession of management, relating to the case will be given to a union official for review.

Section 6 : Any employee who is absent without leave for a period of three (3) consecutive workdays will be considered terminated. However, the Employer will hold the position for a period of ten (10) working days thereafter to permit the employee to register an excuse to be considered by the Employer and, if no excuse is authorized or accepted within the said ten (10) working days, the employee will be terminated.

Section 7: Employees shall not be formally reprimanded or disciplined in public or in the presence of other non-supervisory employees. Effective discipline or reprimand will be administered only by the Employer's supervisory personnel.

Section 8: No employee will be formally reprimanded without the presence of a Union representative if the employee to be reprimanded requested the presence of such Union representative.

Section 9: Official written communications between the Employer and the Union will be answered promptly by the party receiving them.

Section 10: The employer reserves the right to suspend employees without pay when the conduct of the employee constitutes insubordination, a violation of the County's Workplace Violence policy and drunkenness.

Section 11 : The time limits set forth in this Article shall exclude Saturdays,

Sundays, and holidays.

Section 12 : Conferences with employees by management involving disciplinary issues shall be conducted at the employees work location.

Section 13: Within fifteen (15) working days after the conclusion of an Administrative Review, the employer will notify the employee and the union of any disciplinary action to be taken.

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ARTICLE 11
GRIEVANCES AND
GRIEVANCE PROCEDURES

Section 1: A grievance is defined to be:

A. Any controversy between the Employer and the Union as to any matter involving the interpretation or application of the terms of this Agreement as set forth; and

B. Any controversy between the Employer and the Union as to whether or not an employee disciplined or discharged for violation of any rule of the Employer is guilty of such violation.

Section 2: In the settlement of a grievance under the terms of this Agreement, the following procedure shall be observed:

First: No grievance shall be entertained or considered unless it is presented in writing.

A. Within five (5) days after the incident was known by the Union or the employee of the facts which give rise to the controversy involving the interpretation or application of the terms of employment as set forth; or

B. Within five (5) days after the discipline or discharge of any employee for violation of any rule of the County or other offense.

C. Otherwise the grievance arising under Paragraph A or B above is deemed waived.

D. All grievances entered in written form will be answered in writing, stating any reason for the party's position and the provisions of the contract relied upon, and signed by the person responding.

Second: Any grievance presented in a due and timely manner, as herein above provided shall be processed as follows: the grievance of the aggrieved party shall be taken up by the officers or committee of the Union or the designated official or officials of the Employer, and the parties shall meet within, but not exceed, five (5) days after the receipt of such grievance. Within not more than five (5) days thereafter, such grievance shall have been settled or arbitration shall have been demanded as hereinafter provided. If not so settled and if arbitration shall not have been so demanded by either Employer or the Union, such grievance shall be considered forever closed.

Section 3: The time limits set forth in this Article shall exclude Saturdays, Sundays, and holidays.

Section 4: All Bargaining Unit employees shall use the grievance procedure specified in this Article regardless of Union membership or lack thereof where a grievance as stipulated in this Article arises. The County agrees to furnish the Union with responses to each step of the procedure and notice of any arbitration hearing date.

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ARTICLE 12
ARBITRATION AND
ARBITRATION PROCEDURES

Section 1: If the parties are unable to reach a settlement of the grievance using the procedure outlined in Article 11, either party may submit the grievance to arbitration by serving notice to the other party by certified mail within six (6) days after the denial of the grievance in the grievance procedure of its intent to proceed to arbitration. Only grievances which have been filed in writing and processed in the manner and within the time limit set forth in Article 11 and this Article shall be subject to Arbitration.

Section 2: Within five (5) days after a union vote for arbitration or management's decision to proceed to arbitration, the party requesting arbitration shall apply to the Federal Mediation and Conciliation Service for a list of five (5) qualified arbitrators. The parties shall confer within seven (7) days of the receipt of the arbitration list for the purpose of striking names from the list. The parties shall strike names from the list alternately and the moving party shall strike first. The arbitrator remaining after each party has two (2) strikes shall be named the arbitrator for the grievance.

Section 3: The Arbitrator shall not have any authority to add to, subtract from, amend, modify, ignore or nullify any of the terms of this Agreement. The scope of the Arbitrator's authority shall be limited to conducting the hearing, examining the witnesses of each party, considering the evidence and briefs, if any, and interpreting the language of the Agreement for the sole purpose of determining whether a specified provision thereof has been breached with respect to disputes qualifying under Section 1 of Article 11, or in the case of discharges whether such discharges were for just cause.

Section 4: The cost of arbitration, including the cost of the court reporter and transcript where requested by the arbitrator shall be borne equally by the parties, except that each party shall pay the full cost of its own witnesses and investigation.

Section 5: In the event of failure of either party to act within the time limits provided in this Article, the party so failing shall forfeit its case, but forfeiture shall not establish a precedent, nor an admission of a contract violation, provided the parties may extend the time limits as set out in this Article by mutual agreement.

Section 6: The time limits set forth in this Article shall exclude Saturdays, Sundays, and holidays.

Section 7: The decision of the Arbitrator shall become final and binding on the parties to this agreement when delivered to them in writing.

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ARTICLE 13
BEREAVEMENT OR JURY DUTY

Section 1: Any employee called to serve on Jury duty shall be paid the wages that s/he would have earned in his/her regular assigned duties in addition to the amount he received from the Court for his/her duties as a juror, provided, however, that if excused prior to 2:00 p.m., such employee shall present herself/himself to the Employer for assignment. For the purpose of this Article only, eight (8) hours will be considered a regular assignment for an extra operator.

Section 2: Employees covered by this Agreement shall receive three (3) working days leave with pay to attend a funeral within Florida and five (5) working days to attend a funeral outside of Florida, to be computed at the employee's regular work schedule or no less than eight (8) hours pay at the employee's regular prevailing rate of pay effective at the time of the death of one of the following:

1. Present wife

2. Present husband
3. Children
4. Step-children
5. Mother
6. Father
7. Step-parent
8. Present Mother-in-law
9. Present Father-in-law
10. Brother
11. Sister
12. Step-brother
13. Step-sister
14. Grandparents
15. Grandchildren
16. Any other relative domiciled in the employees household

Upon verbal notification of a death in one of the above classifications, employee will be immediately granted time off. However, the Employer may require presentation to the Division of Mass Transit administration of evidence of the death as required on Broward County BC-112 prior to receipt of bereavement pay. Penalties for providing false information with regard to any portion of this section of this Article may be cause for immediate termination.

Section 3: An employee may request additional bereavement leave with pay or without pay, and the Employer shall grant or deny such additional leave requests. Bereavement leave with pay shall be deducted from the employee's annual leave.

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ARTICLE 14 INSURANCE

Section 1: The parties agree to adopt the insurance policy provided employees of Broward County, Florida, on the same terms and conditions of employee contribution that is recognized by the County for its employees. During the life of this Agreement, should any other County labor union receive an increase in Flex dollars the members of this bargaining unit will also receive that increase. During the life of this Agreement, the Employer agrees to carry Ten Thousand Dollars (\$10,000) life insurance with a provision for an additional Ten Thousand Dollars (\$10,000.00) accidental death and dismemberment coverage.

Section 2: If an employee is assaulted, molested, or hurt on the job through no fault of his/her own, and loses time from work, the Employer shall make up the difference between his/her pay and Workers' Compensation based on eight (8) hours pay per day, provided, however, that employees hired after October 1, 1979, who lose time on the job through no fault of their own s/he will be compensated as per Broward County's Workers' Compensation policy.

Section 3: If paid sick days are used while on Workers' Compensation, those paid sick days will be deducted from the employee differential pay and replaced in the sick bank.

Section 4: Operators on Workers' Compensation as provided for in this contract may be assigned other duties when so authorized by the designated Workers' Compensation physician, provided the work is to be performed between the hours of 5:00 a.m. and 11:00 p.m. Maintenance employees on Workers' Compensation as provided for in this contract may be assigned other duties when so authorized by the designated Workers' Compensation physician, provided the employee may be assigned such duty between the hours of 5:00 a.m. and 9:00 p.m., or on the shift the employee is normally assigned. When assigned duties other than his/her normal duty at the time of the injury, the employee will earn the same rate of pay earned.

Section 5: The provisions of Article 9, Sections 1 through 6 shall be applicable to Section 4 of this Article.

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Section 6: The Employer agrees that no Operator while on light duty will operate transit buses.

Section 7: The Employer shall provide at no cost to the employee felonious assault insurance with a principal sum of \$100,000.00.

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ARTICLE 15 GENERAL SENIORITY

Section 1:

A. The seniority and "date of employment" of all employees as presently established shall be deemed to be correctly established as of the effective date of this Agreement, indisputable errors excepted.

B. The seniority and "date of employment" of all employees employed after the effective date of this Agreement shall date from the hour and day of last employment with the Broward County Community Services Department, Division of Mass Transit.

Section 2: For all purposes relating to seniority, two (2) departments of the Employer shall be recognized; namely, the Operating Department and the Maintenance Department. The seniority of all employees covered by this Agreement shall be determined by the length of their continuous service in the Operating Department or in the Maintenance Department, as the case may be. Employees may not hold seniority in more than one (1) department of the Employer.

Section 3: The Employer agrees to post within thirty (30) days, and thereafter to keep posted in an accessible place, an up-to-date and revised seniority roster showing the name, "date of employment," and seniority standing of all of the employees coming within the scope of this Agreement.

Section 4: No unit employee will work part-time in the office or as a road supervisor or radio dispatcher and part-time as an operator in order to learn supervision.

Section 5: It shall be the policy of the Employer to encourage promotion from within, when feasible, consistent with qualified applicants for supervisory positions.

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ARTICLE 16 VACATIONS

Section 1: The number of hours of paid vacation will be shown on the employee's pay stub. All vacations shall start after the employee's last scheduled workday before vacation begins.

Section 2: Said employees coming within the scope of this Agreement shall be entitled to receive vacation in accordance with the "schedule of vacations" and the eligibility as provided in this Article.

MAXIMUM HOURS OF VACATION PAY

Number of Full Years of Service	Maximum Vacation Period	Regular Operators	Extra Operators	Maintenance Employees
1- 4 Yrs.	2 weeks	The normal number of hours in the regular weekly assignment representing	The average weekly earnings for the four (4) weeks preceding the	The normal number of hours in the regular weekly assignment representing
5-14 Yrs.	3 weeks			
15- 24 Yrs.	4 weeks			
25 Yrs.	5 weeks			
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straight time and regular overtime in the regular weekly work assignment immediately prior to the vacation.	vacation period but not less than forty (40) hours per week.	straight time and regular overtime in the regular weekly work assignment immediately prior to the vacation.
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Section 3: To be eligible for any of the vacation as provided herein, an employee must have completed not less than twelve (12) months of continuous service with the Employer subsequent to his/her last date of employment. Thereafter, such employee shall have established his/her first (1st) full year of service with the Employer and will be entitled to receive a vacation in accordance with the eligibility provisions as herein established.

Section 4: In this Section, it is intended and agreed between the parties to establish January 1 of the year next succeeding their last date of employment as the eligibility rate for annual vacation purposes of employees employed on and after January 1, 1971; therefore, in accordance with this Agreement the following shall apply:

Any employee on the payroll of the Employer whose last date of employment occurred on and after January 1 of the year shall, upon completion of no less than twelve (12) months of continuous and active service with the Employer, subject to the eligibility provisions of this Article, be entitled to a prorated vacation allowance and vacation pay from his/her last date of employment to the end of the calendar year in which s/he was employed, and thereafter shall be deemed to have correctly established his/her eligibility date for all vacation purposes as of January 1 of the year next following his/her last date of employment and thereafter, in accordance with the eligibility requirements established in the Article shall, during the twelve (12) months of the calendar year immediately following January, of each year, be entitled to the vacation allowance and vacation pay as established in the "Schedule of Vacations" of this Article.

Section 5 : To be eligible for any of the annual vacation as provided herein, an employee must have worked no less than seventy-five percent (75%) of his/her allotted working days during the twelve (12) months immediately preceding his/her anniversary date of any year, except that up to sixty (60) days of absence due to bona fide illness or injury shall be counted as time worked in determining the eligibility and qualifications for vacations as herein established. An employee who has not worked in accordance with the provisions of this Section shall not be entitled to a vacation. An employee who is terminated after one (1) year of service shall receive pro rata vacation pay for an accrued vacation at his/her current rate of pay then in affect.

Section 6: An employee may not accumulate his/her vacation from year to year, but must take any vacation to which s/he becomes entitled in accordance with the eligibility provisions as set forth herein; provided, however, the County may establish the period of time for vacations and the number of employees that may be off at any one time in any department, provided such periods are established no later than the succeeding period of his/her anniversary year. Other than as provided in this Section, the vacation eligibility of the employees shall be posted on the bulletin board and employees shall bid for vacations within the periods prescribed according to their general seniority within each work site. Employees shall bid in the order of seniority, and if they fail to bid in the order of seniority, and if they fail to bid promptly or to authorize some person to act in their behalf, the Employer shall assign their vacation or permit other employees to sign around them and the employees shall be allowed to choose any open remaining period available to them in accordance with their seniority within each work site.

Section 7: The vacation period is from January 1 through December 31. Excluding first year employees, vacations will be picked in weekly increments.

Section 8: Any annual leave paid to an employee to cover illness due to the exhaustion of paid sick time will be deducted from the employee's vacation time. Should an employee, who has used annual leave to cover an illness, demonstrate to management that a significant hardship (i.e. paid reservations made prior to the illness) would

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occur if the employee is not granted previously picked vacation time, management may consider granting vacation time as Leave Without Pay.

Section 9: Employees shall have the option, during the vacation pick, to designate one (1) week (forty hours) of their vacation for use in increments of one (1) day. At the same time in November that employees declare whether or not they will use sick leave conversion, they will also make known their intention to use incremental vacation for the following year. Employees electing to use vacation in one-day increments must preschedule at least three (3) incremental days of vacation during the December vacation pick. The remaining portion of the forty (40) hours of vacation time designated for incremental use shall be considered floating vacation days.

Request and approval for floating vacation days must be made to the Superintendent by September 30th. Floating days for which scheduling has not been requested and approved by September 30th shall be paid out to a maximum of sixteen (16) hours at the regular straight time hourly rate. The maximum total number of hours of vacation time used and paid out shall not exceed forty (40) hours.

Section 10: Maintenance employees only are eligible to use eight (8) hours of vacation time on an hourly basis.

Section 11 : A bid sheet will be posted when a vacation date comes open after the completion of the annual vacation pick. Open dates will be bid by seniority.

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ARTICLE 17
PROBATIONARY PERIOD

The probationary period as herein established is to provide a trial period during which the Employer may judge the new employee's ability, competency, fitness, and other qualifications to perform the work for which s/he is employed.

Section 1: For all unit employees except those listed below the probationary period shall be for six (6) calendar months from the established "date and hour of employment."

A. Operators who are full-time from the beginning of training - six (6) calendar months from the completion of training.

B. Part-time Operators - see Article 46, Section 6.

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ARTICLE 18
HOLIDAYS

Section 1: All employees covered under this Agreement will be paid for the holidays at their regularly scheduled hours, but no less than eight (8) hours pay per day, provided they work a minimum of four (4) hours during their scheduled workdays immediately prior to and immediately after the holiday unless excused by the Employer or if a doctor's certificate is provided.

Section 2 : Employees who perform a work assignment on the aforementioned holidays shall be paid for all hours worked at one and one-half (1 ½) times their straight hourly rate of pay. In addition thereto, they shall receive the holiday pay specified in Section 1 of the Article, for regularly scheduled hours at regular straight time rate, or overtime, whichever is applicable.

Section 3 : The Employer reserves the right to designate whether a holiday defined above is a workday for the employees covered hereunder. Any employee scheduled to work on a designated holiday and who fails to work as scheduled without an excused absence from the Employer shall not be entitled to receive holiday pay unless a doctor's note

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is presented.

Section 4 : If a holiday occurs while an employee is on vacation, jury duty or bereavement leave, the employee will receive the holiday pay specified in Section 1 of this Article, for regularly scheduled hours at regular straight time rate, or overtime, whichever is applicable.

Section 5: The Employer will notify employees seven (7) days in advance of the work schedule. If no notice is given, a holiday schedule will be observed. Bids, for maintenance employees only, will be posted no later than seven (7) consecutive days prior to the holiday.

Section 6: In the event that a maintenance holiday schedule is posted for pick and vacancies occur due to not being picked by designated classification employees, the Union and the County will work together to assign the vacancies.

Section 7: *

A. All unit employees will be granted eleven (11) holidays during the fiscal year as follows:

FY 99-2000

Holiday	Day to be Observed	Work Schedule*
Veteran's Day	Thursday, November 11, 1999	Regular
Thanksgiving Day	Thursday, November 25, 1999	Holiday
After Thanksgiving	Friday, November 26, 1999	Regular
Christmas	Saturday, December 25, 1999	Holiday
New Year's Day	Saturday, January 1, 2000	Holiday
Martin Luther King Day	Monday, January 17, 2000	Regular
Memorial Day	Monday, May 29, 2000	Holiday
Independence Day	Tuesday, July 4, 2000	Holiday
Labor Day	Monday, September 4, 2000	Holiday
Two Personal Days	See Administrative Order 400	

FY 2000-01

Holiday	Day to be Observed	Work Schedule*
Veteran's Day	Saturday, November 11, 2000	Regular
Thanksgiving Day	Thursday, November 23, 2000	Holiday
After Thanksgiving	Friday, November 24, 2000	Regular
Christmas	Monday, December 25, 2000	Holiday
New Year's Day	Monday, January 1, 2001	Holiday
Martin Luther King Day	Monday, January 15, 2001	Regular
Memorial Day	Monday, May 28, 2001	Holiday
Independence Day	Wednesday, July 4, 2001	Holiday
Labor Day	Monday, September 3, 2001	Holiday
Two Personal Days	See Administrative Order 400	

FY 2001-02

Holiday	Day to be Observed	Work Schedule*
Veteran's Day	Sunday, November 11, 2001	Regular
Thanksgiving Day	Thursday, November 23, 2001	Holiday
After Thanksgiving	Friday, November 24, 2001	Regular
Christmas	Tuesday, December 25, 2001	Holiday
New Year's Day	Tuesday, January 1, 2002	Holiday
Martin Luther King Day	Monday, January 14, 2002	Regular
Memorial Day	Monday, May 27, 2002	Holiday
Independence Day	Thursday, July 4, 2002	Holiday
Labor Day	Monday, September 2, 2002	Holiday
Two Personal Days	See Administrative Order 400	

B. If additional holidays are granted by the Broward County Commission during the terms of this contract, those holidays are to be granted to all unit employees. If any

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additional holidays are approved by the Board of County Commissioners, the Director of Mass Transit will determine the day to be observed and announce the work schedule per Section 5 of this Article.

*NOTE: Unless otherwise changed as subject to provisions of Section 3 of this Article.

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ARTICLE 19
FUTURE OPERATIONS

In the event the Division of Mass Transit, Broward County, Florida, throughout the term of this contract should implement operations out of another work base station, the following conditions will apply:

Prior to assignment of personnel covered under this Agreement, negotiations will be reopened regarding this Article of the current Agreement to consider methods of implementing seniority. This Article is not to be construed as intent to reopen any other Article or Section in the Agreement.

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ARTICLE 20
BULLETIN BOARDS

There shall be placed in the operators' room and in the maintenance room or other reporting places a bulletin board on which this Agreement and any changes in or supplement to shall be posted, and on said bulletin board the Union shall have the right to post notices through which the Union may desire to reach and notify its members, provided that such notice shall in no way contain instructions for any action on the part of the membership which will be contrary to the contract between the Union and the Employer or in violation of any by-laws of the Union. There shall be placed on said bulletin board any change made in its management by the Employer which may be of interest to the Union, and the Union shall post on the bulletin board any changes in the officers of the Union or in the members of the executive board. All notices shall be initialed or signed by the President or his/her designee.

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ARTICLE 21
ACCIDENTS: REPORTS --- PREVENTIONS

Section 1:

A. Any employee involved in any accidents or incidents will make an immediate report to supervisory personnel in case of a serious accident or any personal injury. In any event, a written report must be made fully, properly, and completely covering the occurrence and delivered by the employee so involved as soon as possible following such involvement. Said reports are to be made to the Supervisor of Accident Reporting or his/her designee at each work location.

B. When an employee is involved in an accident, the Accident Review Board will make a determination as to the chargeability of this incident or accident based on the information in the accident report and the Employer's investigation. The employee shall have the right to appeal this decision to the Accident Review Board.

The Accident Review Board shall be made up of five (5) members, two (2) of whom are to be named by the Union and two (2) of whom are to be named by the Employer. The Employer and the Union may from time to time designate replacements or alternates to serve in case of vacancies on the panel of the positions filled by them respectively.

The fifth (5th) member of the panel shall be the Safety Coordinator of Broward County

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or his/her designee and shall serve as Chairperson.

The Accident Review Board shall meet at the Broward County Division of Mass Transit headquarters in Broward County, once during each calendar quarter or sooner, if needed.

An appeal by an employee to the Accident Review Board must be reduced to writing and submitted to the safety representative of the Division within ten (10) days after the determination of chargeability by the Employer representative herein above referred to. Jurisdiction of the Accident Review Board shall be limited to a determination of the question of whether the employee is charged or not charged with an accident. A decision by the Accident Review Board shall have no bearing upon the disciplinary action to which the employee may rightfully be subject by the Employer on account of the accident, disputes over such disciplinary action being reserved for determination under the regular grievance procedure provided for in the Agreement.

Section 2: The Employer and the Union recognize that accident prevention work is necessarily incident to the interest of the Employer and the employees and that safety programs, safety meetings and general accident work is beneficial to both the Employer and the employees. Therefore, the Union agrees that it will encourage employees to voluntarily attend all safety meetings and cooperate in all ways in safety work and take an active part and interest in all accident preventive work.

Section 3: Every effort will be made to maintain speedometers on coaches. If the speedometer is inoperative or is not working, the Employer shall pay speeding citations issued to drivers.

Section 4:

ACCIDENT REVIEW BOARD
DIVISION OF MASS TRANSIT
MEMBERSHIP

Persons representing employees, appointed by Amalgamated Transit Union Local 1267	2
Persons representing Mass Transit Management, appointed by Director, Division of Mass Transit	2
Designated member, Broward County Safety Coordinator	1
Total members	5

MEETINGS

The Accident Review Board will meet the second Monday of each month; however, exceptions may be made in writing by the Director.

No reviews will be conducted without all five (5) members present.

All meetings will be held at the Mass Transit Facility, Copans Road, Pompano Beach, Florida.

PURPOSE

The Review Board has only one purpose. To review all accidents, or incidents involving the operation of any motor vehicle owned by and operated for the Broward County Commission.

ACTION

Should an accident/incident be found not preventable by the Review Board, the matter will be dropped and considered a closed issue.

Should an accident/incident be found preventable, the following procedure will follow immediately:

1. Each of the five (5) members will assess the degree of negligence and apply a value

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of 0 to 25, with "0" being the least of value and "25" being the maximum value. The total point assessment will then be divided by 5, to arrive at the final degree of negligence.

A Report of the Board will be presented to the Division Director for further action, if any.

A point accumulation of 25 or more points within any twelve (12) calendar month period may call for automatic immediate dismissal.

1. All accidents/incidents occurring prior to the last Monday of each month will be reviewed on the second Monday of the following month. Exceptions being when the Director calls a special meeting.

2. Employees involved in accident/incidents being considered by the Board may appear for the purpose of explaining or enlightening facts contained in their written report. No employee will be permitted to offer additional information not contained in their written report.

Should an employee wish to offer additional information in writing they may do so by presenting the written information at the Board meeting and requesting a postponement until the next month's meeting.

Section 5: Any employee who is removed from service due to loss of driving privilege may, upon approval of the Director of Transit, after consultation with the Union, be placed temporarily in another unit position at the prevailing rate in that position. This action shall only be taken at the request of the affected employee within ten (10) days of losing driving privilege.

Section 6: Management may determine that an employee is to be scheduled for specific training. The employee will be given reasonable notice of one week. Training not conducted during the employee's regular working hours will be scheduled before or after working hours or during split time.

If training is conducted away from the employee's assigned facility other than during regular working hours, the employee will be paid a total of 30 minutes travel time.

A. Training will be a minimum of two hours inclusive of travel time.

B. Training will be subject to overtime if conducted outside the employee's regular working hours and the employee otherwise makes his/her 40 hours. Extra board operators who have made their 5 weekly reports will also be eligible to receive overtime.

C. Training is intended as a positive step to prevent accidents or incidents which affect safety and passenger relations. However, training will not be used to replace discipline which may otherwise be imposed under this agreement.

Section 7: In accidents where an employee receives a formal disciplinary action, such disciplinary action will not be used in a determination of severity of discipline for future accidents if the accident has been on file 30 months or more.

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ARTICLE 22
RUNS AND DAYS OFF

Section 1: The amount of service to be furnished to the public and the determination of the number of bus schedules and changes therein shall be exclusively and solely a function and responsibility of the Employer; however, in the construction of its regular service into regular run assignments, it is the policy of the Employer, to the extent it is reasonably practical, to construct its regular service into regular run assignments, provided, however, nothing contained herein shall be reconstructed as to require the Employer to construct any of its regular service into regular run assignments, as to include penalty payments of any nature. The Employer agrees to

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acquaint the Union committee with any changes in regular schedules, that may be in a position to inform their membership of such schedule changes.

Section 2: All pieces of work with a time interval of four (4) hours or more between pieces will be worked as piece work from the Extra Board, unless picked by regular operators. Piecework which becomes open will be posted for bid within five (5) working days.

A. If split runs are constructed so as to contain more than one (1) interval of time between pieces of work, the shortest of such intervals shall be paid at the regular straight time hourly rate of pay.

B. Any school tripper added to service to relieve overloads due to school traffic will be worked from the extra board.

C. The Employer reserves the right to schedule a four (4) day work week, which will have at least two (2) consecutive days off.

D. Work performed on regular two (2) piece runs in excess of two and one half (2-1/2) hour intervening spread time shall be compensated at the established hourly rate. At least sixty-five percent (65%) of all regular runs at each work site will be straight. Runs with a spread of one hour or less will be considered straight. There will be no split runs on Sunday. At least sixty-eight percent (68%) of all operators at each work site will have two (2) consecutive days off.

E. Part-time operators will not be used to avoid the payment of overtime, but preference of additional work shall be given to eligible full-time operators, except as specifically provided for part-time operators in Article 46.

Section 3: All assigned regular runs shall be constructed so as to contain at least forty (40) hours pay per week, either on a four (4) or five (5) day basis. Runs shall be constructed to include all scheduled pay time including travel, report and spread time.

Section 4: The workweek shall commence at 12:01 a.m. every Sunday and end at 12:00 midnight every Saturday night. An operating day begins when the first bus leaves the garage in the morning and ends when the last bus returns to the garage at night.

Section 5: Overtime for all operators shall be computed and paid on all hours worked in excess of forty (40) hours per week.

A. For the purposes of computing overtime, hours actually worked, approved scheduled vacations, report time, and travel time, and holiday time equal to the employees normal scheduled hours of work for that holiday, shall be considered as time worked. All other times are excluded, including sick leave and authorized leaves of absence, and all other holiday hours.

B. Operators working their day off will be paid one and one-half (1-1/2) times their regular rate of pay for all hours performed in excess of forty (40) hours per week. After working a full weekly work schedule an operator will be paid for all additional work including days off at the overtime rate.

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ARTICLE 23
EXTRA OPERATORS

Section 1: No extra operator may be excused from taking a run that falls to his/her lot. Should an extra operator fail to make any report to which s/he is assigned, the amount of the weekly minimum guarantee of pay shall be reduced by one-fifth (1/5) of said guarantee for each day the extra board operator fails to report properly. If the employee is held for work by the dispatcher, the employee shall not forfeit one-fifth (1/5) of his/her guarantee. In the event an extra board operator is "run around" by the dispatcher, although available for duty at the time, such extra board operator

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shall be guaranteed pay for such "run around" regardless of job assignment for the day. In the event the extra board operator who has been "run around" is assigned to perform work by the Employer after s/he reports to the work site and such assignment extends beyond the "run around" job assignment, the extra board operator shall be compensated at one and one-half (1-1/2) times his/her regular rate of pay for all hours worked in excess of his/her "run around" hours.

A. Extra board operators assigned regular runs shall be treated as the regular operators and shall receive one and one-half (1-1/2) times the regular rate of pay after the assigned runs in accordance with Article 22, Section 3. Standby time will be computed as time worked for overtime on a daily basis.

B. The extra board employee who works after 9:00 p.m. shall not be required to report before 6:00 a.m. the following day provided s/he advised the dispatcher of his/her intentions upon completion of his/her day.

Section 2: The Employer and Union shall promulgate such rules and regulations as may be necessary for the efficient, equitable operation of the extra board. Such rules and regulations shall be posted in the operators' room and may be changed from time to time by mutual agreement.

Section 3: Extra board operators will have preference to all overtime work, except on their day off, sequence as follows:

- A. Extra board operators working;
- B. Operators completing regular runs will be given preference to continue regular run;
- C. Operators on their day off;
- D. Regular operators working;
- E. Extra board operators on a hold down will be treated as a regular operator.
- F. All overtime at a work site will be performed by employees assigned to that work site.
- G. All overtime assignments will be prioritized according to the above guidelines only when the operators to be assigned will be able to complete the entire overtime assignment and not violate the State Regulations governing maximum number of hours, etc.

Operators working on their day off after having completed a regular run will not be entitled to additional work if regular operators working are available.

H. No Operator shall work more than six days in any work week (Sunday thru Saturday) unless all other signed up Operators eligible to work have been assigned. RDO Operators can sign for either regular extra board or special events board NOT BOTH. Should an RDO operator sign both boards, his/her name will be removed from the special events board by the dispatcher. Any operator signing for overtime will provide only one phone number to be contacted by the dispatcher.

Any Operator signing to work his or her seventh day, shall write "seventh day: following his/her name on the RDO sign up sheet for that day. Before a seventh day RDO Operator is assigned work on his or her regular day off, all other RDO Operators who have already worked and who have signed for additional work, will be used. They must also be eligible for the particular overtime assignment.

Section 4: Extra operators will take two (2) days off in seven (7) and will be allowed to choose their days off according to their seniority.

Section 5: No piece of work with less than five (5) days worked other than regular posted runs will be classified as a hold down.

A. Hold downs will be posted on Fridays before they are to be bid the following week.

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No additions can be made after 10:00 a.m. on the following Wednesday. All posted hold downs must be bid by extra operators no later than 8:00 a.m., on Friday preceding the effective date of the hold down assignments and the assignments will be posted by 2:00 p.m. on that same Friday.

B. Hold downs that are not chosen are to be assigned to junior extra board operators who have no assignment according to seniority. Unbid hold downs will be assigned in seniority order to the Extra Board Operators (with no assignments) in the seniority order of the "missing" Operator, regardless of the reason they are out.

C. Extra board operators assigned a hold down because of a lack of seniority may at their option give the run up if operators with less seniority are placed on the extra board.

Section 6: Extra operators will be rotated on a daily basis and positioned on the board in the following manner:

- A. Operators working less than eight (8) hours who had no opportunity to work that amount of time.
- B. Operators returning to work after their last regular day off.
- C. Operators returning to work after an excused day off.
- D. Operators having caught eight (8) hours work, having a miss out or late report.
- E. Operators returning to work from suspension.
- F. Operators returning to work after sick leave.
- G. Operators returning to work from Worker's Compensation.
- H. Operators returning to work from a hold down.
- I. Operators returning to work from vacation by seniority.

Section 7: In the event that an extra board operator's position is bumped by another operator during the course of a pick, the extra board operator will have the opportunity to bump any operator with less seniority on a regular run.

Section 8:

- A. No piece work will be assigned with a spread time of more than fourteen (14) hours, unless with the consent of the Operator. Scheduled report time will be considered as the beginning of spread time.
- B. The regular rate of pay will be paid for all time in excess of two and one-half (2-1/2) hours intervening time between assigned piecework or assigned a.m. piecework and a regular run.
- C. Regular runs will not be assigned with a spread time of more than sixteen (16) hours unless with the consent of the Operator. Scheduled report time will be considered as the beginning of spread time.
- D. No intervening spread time will be paid when an Operator is assigned a regular run from standby, or assigned additional work after completing a regular run.
- E. Extra Operators will not be assigned additional work after having completed ten (10) consecutive hours of work unless it is with the Operator's consent.
- F. A change of assignment may be given to an Extra Board Operator if necessary to continue uninterrupted scheduled service. The Operator will not be given work with a later starting time than his/her original run, unless s/he consents and will be guaranteed no less than the pay hours of the original assignment.

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G. Extra Board Operators will be given preference by seniority, for additional work after completing their original assignment. Operators must indicate their desire for additional work by signing the overtime board for Extra Board Operators. If there are no Operators available for additional work who have signed the overtime board, then the work will be assigned to the Operator of Junior Seniority.

H. Extra Board Operators will be guaranteed a minimum of two (2) hours pay for a scheduled report unless assigned work is given prior to the two (2) hours, in which case s/he will be paid for actual standby time prior to assignments.

I. Piecework, other than school trippers due to school traffic, will be posted for bid by regular Operators on a seniority basis. Piecework not bid will be worked from the Extra Board.

J. Extra Board Operators having completed their assigned duties as required in their five (5) day workweek will be paid time and one-half their regular rate of pay for all hours worked on their off days.

K. Extra Board Operators will be given the minimum guarantee of hours pay per week as that provided in regular runs for regular Operators. All pay will be included.

L. Holiday pay will not be used on Extra Board Operators' guarantees if it falls on his/her regular work day, unless excused.

Section 9: FLEX Extra Board

A. Three positions can be on the "FLEX" Extra Board from each facility.

B. Assignments away from an operator's base facility will be for one week or longer, if necessary.

C. Overall seniority will prevail for assigning overtime. "FLEX" operators will sign for overtime only at the facility they are assigned for the week.

D. Days off for "FLEX" Extra Board positions will be assigned at the pick.

E. Management will decide how many "FLEX" Extra Board positions will be assigned at each facility each week and will post by 4:00 p.m. Friday.

F. If all three positions are not assigned to another facility, assignment will be from the bottom of the Seniority list and return-to-base facility will be from the top of the seniority list.

G. "FLEX" Extra Board cannot bid or be assigned hold downs.

H. "FLEX" Extra Board operators assigned to another facility away from their pick facility will be paid thirty (30) minutes travel time each day assigned and will be considered as time worked.

I. Whenever any member of members of the FLEX Board change location (either to his or her chosen facility or the reassigned facility), they will be

placed (on the first day of that new assignment) into rotation as if returning from a hold down ahead of regular Extra Board Operators returning from vacation. Otherwise, the FLEX Board Operator will be normally rotated on the regular Extra Board.

J. All administrative records for "FLEX" Extra Board operators will be kept at their base facility, except for initial pay records which will be kept at the "away" facility.

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ARTICLE 24
SELECTION AND ASSIGNMENT OF RUNS

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Section 1: There will be a general selection and assignment of regular runs once every four (4) months and at such other times as the Employer may deem it necessary. During the pick for January, Operators who pick a run, simultaneously select their job location for the following twelve (12) months. All regular runs, including any new schedules or changes in schedule, shall be posted at the time of the general selection and assignment of regular runs as set forth above. Any regular runs not picked shall be assigned to the extra board junior operators in accordance with their seniority. All operators not selecting a run or assigned in accordance with their seniority shall be placed on the extra board. If no extra board slots are available then the Superintendent or adjutant, along with the Union official working the pick, will make the determination as to what run the operator will be assigned, and that choice will be the operator's assignment for the duration of the pick.

Section 2: Whenever a selection and assignment of regular runs has been determined in accordance with the provisions of Section 1 of this Article, all regularly assigned runs together with a seniority list of operators shall be posted on the bulletin board for the selection of runs and days off of such runs as may be determined by the Employer and posted on the bulletin board for selection of runs and days off in accordance with seniority. Except in an emergency, the regular runs will be posted on the bulletin board from Thursday through Sunday on the fourth week before the effective date thereof so that the operators may familiarize themselves with the changes in runs. The selection of runs will take place from Monday through Friday of the two (2) succeeding weeks, and the assignments will be posted for one week before the new schedule goes into effect. The period between posting and effective date will be twenty-five (25) days.

A. Should it become necessary to have a run assignment selection where changes of runs has effect at only one facility, then only that facility will pick. The posting of the pick and the changes will be posted a minimum of four (4) days before the first day of the selection process. The effective date of the new run assignment would be the second Sunday at the conclusion of the selection process. The single facility selection shall in no way alter the provisions of Section 1 of this Article.

Section 3: The Scheduling Superintendent or the appointed adjutant shall have full charge of the selection of runs with regard to runs, routes and picking order. A designated Union official shall be responsible for conducting and posting the run pick and management will provide assistance as needed.

Section 4: If a pick of runs is posted while an operator is on leave or vacation and the operator was properly notified of the date of the pick, and given an opportunity to leave a written choice of runs, and failed to do so, then the provisions of Section 1 of this Article shall apply. Proper notification of a pick date shall be a letter posted on the bulletin board, and the date on the letter shall be the date of proper notification. If an operator on leave or vacation was not properly notified and s/he had no opportunity to leave a choice of runs, such operator may be assigned the same run as s/he presently has if it is still open, or a run as close as possible to his or her present work schedule and days off. Upon returning to work the operator, if dissatisfied at the choice made may, at his or her option be placed on the Extra Board, or may displace an operator with lesser seniority. Any vacancy thus created will be placed for bid.

Any operator who is on extended sick leave or compensation and presents doctor's lines stating that such operator will return to his/her assigned duties within thirty (30) calendar days from the effective date of the pick, will be allowed to pick a run of his/her choice only one time during a rolling year. The run will be worked as a hold down by the Extra Board until the return of the regular operator within the thirty (30) day period. If by the end of the described thirty (30) day period the operator fails to return to work, the run then becomes the assignment of the Extra Board operator working that run as a hold down for the duration of the pick. Upon return of the operator who had originally bid the run, s/he will be placed on the Extra Board for the duration of the pick. Any operator on sick leave or compensation and the determination is made by the operator with participation of management and the Union, that such operator will not be physically able to return to his or her assigned duties within thirty (30) calendar days from the effective date of the pick will be placed on

the Extra Board until the next general selection of runs.

Section 5: There shall be a bump down pick if runs are altered which result in a change of pay time of more than ten (10) minutes per day, a change in route, or a change in days off, except if such occurs less than thirty (30) days prior to a general pick. In the event that the Employer considers any changes in routing or scheduling, the Union will be notified.

Section 6 : After the runs have been selected and assigned in accordance with the provisions of this Article, exchange of runs shall not be permitted except with the approval of the Employer and with the participation of a union representative. When, in the judgment of the Employer, an operator is not capable of operating the run selected by him or her, the County may reassign him or her to a run s/he may be able to operate. In such an event, however, the Employer will discuss the matter with the representative of the Union.

Section 7: When a general selection and assignment of regular runs is to be held, the Union will be provided a copy of all runs and days off as of the date the assignment is posted. Any complaint or discussion of the runs by the Union must be made within seven (7) days thereafter.

Section 8 : Any operator holding a regular run who reports as scheduled in proper attire and in fit physical condition to work, but whose run has been canceled or assigned in error shall be paid in full. If required to work thereafter, the operator shall be paid time and one-half for that work performed on the same day. The operator will be given his/her run. In the event the bus has not left the garage, the operator will be placed on the bus prior to leaving. The extra operator or regular operator on his/her day off who was assigned the regular employee's run will be guaranteed pay equal to that which s/he would have earned had s/he worked the assigned run. However, the extra or regular operator on his/her day off may be required to stand by for other work that may become available.

Section 9: At each general selection and assignment of runs, vehicle numbers (except p. m pullouts from the garage), will be identified for each run and will remain with the run unless unforeseen circumstances or vehicle maintenance requires a change.

Section 10: A Union designated official may sit in on all make-up of runs at no cost to the Employer.

Section 11: Management reserves the right to schedule all or any part of a route out of either work site i. e. Copans Road or Ravenswood Road.

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ARTICLE 25 TIME ALLOWANCES

Section 1: All operators when putting a coach into service from the garage (outside of reliefs) shall receive a preparatory time allowance of fifteen (15) minutes. Operators making a road relief at their regular scheduled hours of their platform assignment shall receive a preparatory time allowance of ten (10) minutes. Operators who make a second road relief during the day shall not be entitled to any additional preparatory time for that relief. The preparatory time as provided herein is for duties required to perform their scheduled work assignment.

Section 2: All employees shall be guaranteed thirty (30) minutes at the employee's applicable rate of pay for fully, properly, and correctly making out accident or unusual occurrence reports. Employees will give a full report to the Supervisor of Accident Reporting and will be assisted as needed in making such report.

Section 3: In the event an employee is required to attend court as a witness on behalf of the Employer, the employee so required to attend court shall be paid at his/her regular straight hourly rate of pay for his/her assigned day's work, provided he presents himself for work if excused from court prior to 2:00 p. m.

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If an employee is required to attend court as a witness on behalf of the Employer on his/her day off, he will be guaranteed a minimum of two (2) hours or actual time spent at the employee's regular hourly rate of pay.

Section 4: All regular operators shall receive seventy-five (75) cents per hour in addition to their regular straight time hourly rate of pay when required by the Employer to break in and instruct a student operator.

Section 5: Neither the time allowance nor the pay provisions contained in the above Sections, excluding report time, shall be used in computing overtime, and at no time and under no circumstances shall employees be paid at the overtime rate of pay.

Section 6: Effective for the Fall pick of 1997 and thereafter, all work days will start and stop at the garage. Relief points will be determined by the County. Transportation and/or vehicles will be provided by the County. Travel time and report time will be used in the construction of runs and in time accumulated for the purpose of calculating overtime. Until the Fall 97 pick travel time will be paid for all reliefs away from the garage, using the following table:

To and From Ravenswood Road

Broward Terminal	15 minutes
Young Circle	20 minutes
Dania & Federal	10 minutes
Broward Mall	45 minutes
Oakland & Andrews	25 minutes
Sunrise & Andrews	20 minutes
Lauderhill Mall	45 minutes
Taft Shopping Center	45 minutes
Hollywood Fashion Center	15 minutes
Pompano Fashion Square*	30 minutes

* With transportation provided per Section 8 of this Article.

To and From Copans Road

Pompano Fashion Square	10 minutes
Margate	10 minutes
Sunshine Plaza	20 minutes
Lakes Mall	30 minutes
Lauderhill Mall	40 minutes
First Street and Flagler	25 minutes
Sample and University	35 minutes
Coral Square Mall	30 minutes

Operators traveling to and from the garages will be paid travel time according to the above schedule. Operators traveling between relief points will be paid travel time equal to the scheduled bus travel time between the two relief points. Any operator having to travel more than once during his/her work shift will be paid travel time for each relief according to the above schedule.

Section 7: Any relief points created during the course of this Agreement will have their travel times negotiated at that time.

Section 8:

A. One crew vehicle will be available for operators from each worksite for the purpose of transporting operators, relieving and being relieved, away from the terminal from the defined relief point set forth in Section 6 above.

B. The crew vehicles will be operated by "Crew Vehicle Operators" as scheduled by management. If a Crew Vehicle Operator is not available, management has the right to assign "light duty" operators to drive the van. If not assigned to a "light duty" operator, the van work will fall to the Extra Board either as hold down or daily

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assignment. Crew vehicle operators may sign for overtime subject to working a maximum of two times a month if there is not "light duty" operator or Extra Board operator available.

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ARTICLE 26
WAGES

Section 1: The wage rate for all unit employees employed at date of execution of this contract will be adjusted as shown on wage rate schedule in Section 6.

Section 2: Pay day will be on a bi-weekly basis.

Section 3: When an error occurs in an employee's regular pay which causes it to be short and said error occurred on the part of the Employer of Ten Dollars (\$10.00) or more, a check correcting the error will be issued within three (3) working days of the time the error is brought to the attention of the Employer. If overpaid, the pay back will be agreed to by the employee/employer and the Union.

Section 4 : The Employer agrees not to hold any employee's pay for the purpose of requiring the employee to meet with supervision.

Section 5: Employees performing specialized work as machinist or electronics/fare box technicians will have that title added to their pay classification and their work specialty will be bid as separate classification.

Section 6: Effective the first full pay period of December 1999, all current unit employees, employed in a bargaining unit position prior to October 1, 1998 will receive one-time \$150 (less appropriate payroll taxes) lump sum payment (not included in the base rate). Effective the first full pay period of October 1999, all unit employees (except trainees) will receive a fifty cent (50c) per hour increase as reflected in the Wage Rate Schedule below :

Wage Rate Schedule

A. Operators

I. Operator Trainee --- \$ 7.68

II. Operators

1st 10 months after training	\$12.73
Next 10 months	\$13.45
Next 10 months	\$14.17
Next 10 months	\$14.89
Next 10 months	\$15.61

Part-Time Operators

1st year after training	\$12.73
Next 20 months	\$13.45
Next 20 months	\$14.17
Next 20 months	\$14.89
Next 20 months	\$15.61

IV. Thereafter Rates All Operators

**

"Thereafter Step" --- \$ 17.10

V. Crew Vehicle --- \$ 15.36

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Operators employed prior to October 1, 1994, will receive an additional 10¢ per hour increase after completion of 5, 10, and 15, years of continuous service. Effective October 1, 1994, Operators employed prior to October 1, 1994, will receive an additional 10¢ per hour increase after completion of 20 years of continuous service and will continue to receive the 5 year increase as described above.

Operators hired on or after October 1, 1994, will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

Operators moving from part-time to from full-time or full-time to part-time will be give credit for months of service in terms of full-time or part-time

equivalents, regardless of probationary status. This determination is based on the number of months worked since the operator's hire date, appointment date or last scheduled wage rate change.

B. Maintenance

I. Utilities \$16.06

Utilities employees will receive an additional 10¢ per hour increase after completion of 10, and 15 years of continuous service. Effective October 1, 1994, Utilities employees will receive an additional 10¢ per hour increase after completion of 20 years of continuous service.

II. Storekeepers

1st Year	\$12.92
2nd Year	\$13.63
3rd Year	\$14.34
4th Year	\$15.05
5th Year	\$15.76

"Thereafter Step" --- \$ 17.21

Storekeepers will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

Coach Service Attendants

1st Year	\$10.77
2nd Year	\$11.47
3rd Year	\$12.17
4th Year	\$12.87
5th Year	\$13.57

"Thereafter Step" \$ 14.89

Coach Service Attendants will receive an additional 10¢ per hour increase after completion of 10 and 15 years of continuous service. Effective October 1, 1994, Coach Service Attendants employees will receive an additional 10¢ per hour increase after completion of 20 years of continuous service.

III. Mechanics

1st Year	\$13.99
2nd Year	\$14.52
3rd Year	\$15.05
4th Year	\$15.58
5th Year	\$16.11
6th Year	\$14.64
7th Year	\$17.17

b. "Thereafter Step" --- \$ 18.51

Mechanic Apprentice*

Starting Rate	\$11.29
1st Section completion	\$11.97
2nd Section completion	\$12.64
3rd Section completion	\$13.32

Upon successful completion of Mechanic Apprentice program the employee moves to the 1st Year Mechanic rate.

*Rates based on 80%, 85%, 90% and 95% of Mechanic 1st Year Rate. If a current County employee becomes a Mechanic Apprentice and has a higher pay rate than the Starting Rate, that employee's salary is redlined until such time as his/her pay rate is in the salary range for Mechanic Apprentice.

Mechanics will receive an additional 10¢ per hour increase after completion of 10, 15, and 20 years of continuous service.

* Completion of the specified number of years worked in a grade will qualify a mechanic, storekeeper, or coach/service attendant for promotion to the next grade. Increases in wage rates will become effective at the first pay period following completion of the years worked in grade. Unexcused absences will not be counted in computing time in grade.

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ARTICLE 27
UNIFORMS

Section 1: All operators shall be required to wear uniforms in good condition (as approved by the supervisor) while on duty in accordance with the specifications of the Employer.

Section 2 : All drivers with over one (1) year of service will receive an annual voucher of One Hundred and Seventy-five Dollars (\$175.00) for the purpose of purchasing uniforms as required by the Employer. All operators must use their uniform vouchers within nine (9) months of the date that the vouchers are available. After this time all vouchers will be void.

Section 3 : Probationary drivers shall receive the following upon the successful completion of training: four (4) shirts, three (3) pair of pants, one (1) jacket, one (1) belt, one (1) punch holder, one (1) cap, one (1) pair of shoes, one (1) sweater, and three (3) pair of socks. Upon reaching their first anniversary date, they will accrue Sixteen Dollars and Sixty-Six Cents (\$16.66) per month payable the following October 1st.

Section 4: The County will make every effort to secure no less than three (3) bids for the purchase of operators' uniforms.

Section 5 : The County will make every effort to secure a discounted dry cleaning service for the maintenance of uniforms.

Section 6 : To qualify for the uniform voucher, the employee must meet the qualifications established for vacation benefits (in Article 16, Section 5).

Section 7 : Maintenance Section Unit employees will be provided with seven sets of clean clothing each week for use while on duty. Additionally, the Division will purchase and issue to each non-probationary Maintenance Section Unit employee every other year, either one work jacket or cover-all and seven T-shirts.

Section 8: Uniform vouchers shall contain the cost of each item. Commencing with the October 1, 1997, voucher, leisure pullover shirts shall be a part of the Operator's Uniform Code and can be purchased with the voucher.

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ARTICLE 28
EMERGENCY WORKING CONDITIONS

Section 1: Due to conditions beyond the control of the Employer, such as hurricanes, windstorms and tornados:

A. Any operator pulling a regular run who is ordered by the Employer's management to bring his/her bus to the garage prior to completing the run, shall nevertheless receive pay for the hours of the run at straight time, or overtime, whichever is applicable.

B. Any maintenance employees who are scheduled to work, who are advised by management not to report to work or sent home in the middle of a shift, will suffer no loss of pay. The payroll voucher shall show normal hours; however, such hours will not count toward hours worked for computing overtime.

Section 2: Any operator making a request report outside his/her regular work schedule, including charters, shall be paid time and one-half (1-1/2) their regular rate of pay with a minimum of four (4) hours pay guaranteed, except as provided for in Article 22.

Section 3: Any operator who has been assigned work for his/her day off, and is called after 8 p.m. the preceding day and is told not to report, will be credited for two hours as time worked.

Section 4: The Employer reserves the right to assign a supervisor to operate a bus when no on-site operator is available and the Employer will make every effort to relieve the supervisor with a bus operator as soon as possible.

Section 5 : Any operator authorized to make an exchange of his/her vehicle for a vehicle of another operator shall receive an additional minimum thirty (30) minutes of compensation at the employees' basic rate of pay.

Section 6: Employees expressing a desire for a work location during a pick will be assigned to a comparable vacancy if available between picks. A vacancy is deemed to exist when the County seeks to fill a budgeted position.

Section 7 : In the event the marketing section utilizes a bus for demonstration purposes and transports non-employee passengers on public roadways, current or past operators of the month, operators of the year, or rodeo champions will operate the bus.

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ARTICLE 29
MAINTENANCE ASSIGNMENT OF WORK

Section 1 : At such times as the Employer deems necessary, it will determine and schedule the number of maintenance employees needed in each classification on each of its work shifts, including the days off of each of its work shifts and post such information on the bulletin board. A union representative may participate in the construction of maintenance work schedules.

Section 2 : Maintenance employees will choose their work shifts, primary job assignment, and days off in accordance with their seniority within their job classification at least every six (6) months. During the pick for January, the employee will simultaneously select his/her job location for the following twelve (12) months unless a substantive change occurs within the year entered by the division deviating from the terms of the prior January pick which determined the employees' work location for the subsequent year. In such event, a new general pick for maintenance employees will be posted as provided for herein. When a Maintenance employee is out on approved leave due to illness or injury or on Workers' compensation

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for more than thirty calendar (30) days, and with agreement between management and the Union, a bump down pick within that shift (job and days off) shall occur. The bump down pick will remain in effect until the employee returns to work, or a general pick, whichever occurs first.

Section 3: It is general policy of the Employer to, in accordance with its maintenance needs, use its maintenance employees for work for which they may be qualified, reserving to the Employer the right to judge qualifications and ability of the employee, and to assign such employee to such work as it may deem necessary. Maintenance employees will perform all work assignments to the best of their ability and the Employer will make possible all training needed as it deems necessary for them to perform their assignments well and efficiently.

Section 4: Maintenance will provide a minimum of 21 primary job assignments. If a license or certificate is required by State or Federal law, to perform certain primary jobs, the Mechanic must hold the valid license or certificate before picking such primary jobs. Any such required license or certificate must be maintained by the Mechanic to continue working that primary job assignment for the duration of the pick. Maintenance employees who choose a primary job assignment will have first choice to receive training unless already trained in that area within the last two years prior to the date training is offered. However, if the County acquires new equipment with changes that require different training, maintenance employees who choose a primary job assignment would still have first choice to receive training regardless of whether they have been trained within the last two years. Management will discuss with the Union, the employees who request training. However, management reserves the right to determine and select those employees for training in that primary job assignment.

Section 5 : According to seniority, Maintenance employees will have preference of choosing an open job, and shift, at another job site over new hires in their job classification once new hires probation is completed. Only the senior employee will be allowed to exchange the posted bid.

Section 6 : Maintenance employees may exchange shifts, with another employee, on limited occasions, with prior approval of the Maintenance Superintendent.

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ARTICLE 30
MAINTENANCE OVERTIME

Section 1: For the purpose of computing overtime, hours actually worked, scheduled holidays, and approved scheduled vacations shall be considered as time worked. All other times are excluded, including sick leave and authorized leaves of absence.

A. Effective thirty (30) days from the signing of this Agreement, maintenance employees who work a designated holiday will receive holiday pay as defined in Article 18, Section 2 or may request another day off with pay, in lieu of the holiday pay, at a time agreed upon by his/her Supervisor. In addition, maintenance employees who have a designated holiday fall on his/her scheduled vacation day or regular day off, may request another day off with pay, in lieu of the holiday pay, at a time agreed upon by his/her supervisor. This will occur provided they work a minimum of four (4) hours during their scheduled workday immediately preceding or following their scheduled vacation time or regular day off, unless excused by the employer or if a doctor's certificate is provided. The alternate day off must be requested prior to working the holiday, must be approved by the supervisor and shall be taken within one-year after the holiday. Maintenance employees shall have rotating two (2) banked holidays, i.e., as one holiday is used, it can be replaced with another holiday, but no more than two (2) remain in bank at any given time.

Section 2: Overtime will be paid to maintenance employees after they have completed forty (40) hours worked, as defined in this Agreement. All maintenance employees covered by this Agreement shall be paid at the rate of one and one-half (1 ½) times their regular straight time hourly rate for all hours worked in excess of forty (40) hours.

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Section 3 : An overtime board for each work site shall be established for the Maintenance Department, as outlined herein. Such board shall provide, as much as possible, for the equal distribution of overtime insofar as possible with qualifications being equal.

OVERTIME:

A. Three (3) list to maintain

1. Mechanic
2. CSA
3. Storekeeper

B. Sign-up Sheet

1. The list to be maintained by seniority order
2. List to be renewed every three months
3. List to be posted for sign-up 30 days before final posting

C. Mechanic List

1. Only mechanics can sign
2. Mechanic will be called for overtime by seniority and the list will continue in rotation by seniority

D. CSA List

1. A mechanic can sign
2. Mechanic would only be called if the CSA List has been exhausted
3. If CSA accepts all overtime offered in his or her classification, the rotation would continue by seniority and would not drop into the mechanic's portion of the overtime list.
4. If the CSA list is exhausted, then the selection to fill the open position would fall into the mechanic portion of that list until the position is filled. If CSA decline to work overtime, then the next available mechanic on the affected overtime list would be asked to work.
5. CSAs would have first choice in his or her classification before a mechanic is asked to fill that classification open work.
6. Storekeeper, if signs, would be last to be offered overtime for CSA work.

E. Storekeeper List

1. A mechanic can sign
2. Mechanic would only be called if the Storekeeper List has been exhausted
3. If Storekeeper accepts all overtime offered in his or her classification the rotation would continue by seniority and would not drop into the mechanic's portion of the overtime list.
4. If the Storekeeper list is exhausted then the selection to fill the open position would fall into the mechanic portion of that list until the position is filled. If Storekeeper decline to work overtime then the next available mechanic on the affected overtime list would be asked to work.
5. Storekeepers would have first choice in his or her classification before a mechanic is asked to fill that classification open work.

F. Call Time/Work Provision

1. If no answer or person is working, it will be noted next to name on overtime sheet
2. If a voice mail or answering machine picks up, a response time of 10 minutes will be allowed. If the person does not respond within the proper time period NRC will be noted for that day. NRC = "No Return Call."
3. When an employee is asked to work overtime, whether or not they accept or decline, do not return call (NRC) or they can't work because the offer is made during his or her regular shift, the overtime will continue in sequence

until the list is exhausted.

Section 4: When overtime is available outside the scope of the regular overtime board, i. e. inventory, a sign up sheet will be posted and the same procedure will be followed as if it was a Holiday Pick.

Section 5: The Employer agrees that there will be no change in work shifts to prevent the payment of overtime; however, the Employer reserves the right to establish a relief shift. The Employer may change the work shift to prevent the payment of overtime for training purposes only. If overtime is needed to cover a particular night shift, mechanics who would normally work that shift will have preference, by seniority, to work before an RDO person.

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ARTICLE 31
DEFINITIONS OF CLASSIFICATIONS

MAINTENANCE EMPLOYEES

Section 1: Mechanics are maintenance employees who are capable of and can satisfactorily make any and all repairs, either major or minor, and service such vehicles or equipment or units thereof as may be assigned by the Employer for service or repair. Each mechanic must be able to perform such work in a reasonable length of time, in a workmanlike manner, and with a minimum amount of supervision when necessary. Mechanics, upon providing documentation of the certification(s) required by State and/or Federal government to work on air conditioning, will receive an annual certification pay of \$200 as described in this Section:

A. The parties agree the certification pay will be a lump sum not reflected in the Mechanic's base rate of pay for the purposes of calculating overtime.

B. Mechanics who, have not yet receive certification pay for 1996 and who provide documentation that they hold the appropriate certification as of October 1, 1996, will receive the \$200 certification pay within thirty (30) days of the signing of this Agreement (less mandatory payroll deductions).

C. Mechanics who provide documentation that they have obtained the appropriate certification subsequent to October 1, 1996 will receive the certification pay (less mandatory payroll deductions) pro-rated based on the remaining number of months in that fiscal year.

D. If in the future Broward County Transit should make available 608 training, those employees who participate will not be eligible for annual certification pay for that year.

Following the initial receipt of certification pay, Mechanics who maintain the required certification will receive the certification pay annually thereafter in October.

Section 2: Mechanic Apprentices are maintenance employees who are hired and trained as Transit Mechanics by the Transit Maintenance Instructor.

A. Areas of instruction will be divided into four (4) sections, and are as follows:

1. Section I: Inspection, Preventative Maintenance - PM's and Body.
2. Section II: Electrical and Air Systems - Electrical Diagrams: Charging, Starting Systems, Air Controls, Suspension Brakes.
3. Section III: Power Train - Troubleshooting, Transmissions, Pressure Tests, Drive Shaft, Axle.
4. Power Plant: Troubleshooting, Cooling Systems, Lube System, Fuel System.

B. Each area of instruction will last four (4) to six (6) months, depending on the trainee's ability and management's review and test results.

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C. Apprentices will have a full set of Mechanic's Tools and will receive a tool allowance in accordance with Article 32, Section 5.

D. The intended training period is two years or less, however, the training period can be extended but will not exceed two and one-half years.

1. If the trainee lacks ability, based on bi-weekly evaluations, to continue as a Mechanic Apprentice, s/he may be released from the Apprentice Program at any time during the training period.
2. Apprentices are permitted to repeat no more than one section during his/her training program as described in A. above.
3. Apprentices will not "pick" as a mechanic while in training.

E. Apprentices do not earn unit seniority, except that "date of employment", as define in the Article 15, will be used to calculate vacation eligibility in accordance with Article 16.

F. Apprentices will not work overtime or holidays.

G. In the absence of a training instructor, if necessary, a mechanic will be assigned, in writing by the Superintendent, to monitor the apprentice and the mechanic will receive an additional thirty (30) cents per hour to his/her base rate of pay.

Section 3 : Utility workers are maintenance employees who are capable of and can satisfactorily perform, in a workmanlike manner, any type of service labor such as, but not limited to, hostling, gassing, oiling and cleaning of such vehicles or equipment or units thereof as may be assigned by the Employer for services, including closing windows and the maintenance of building and grounds.

Section 4: Coach Service Attendants are maintenance employees who are capable of and can satisfactorily perform, in a workmanlike manner, any type of service labor such as, but not limited to, hostling, gassing, oiling and cleaning of such vehicles or equipment as may be assigned by the Employer including the maintenance of buildings and grounds.

Section 5: Storekeepers are employees whose duties are:

- A. To receive shipments of supplies, parts and tools;
- B. To place all supplies, parts and tools in their designated locations;
- C. To issue supplies, parts and tools to authorized persons on request; and
- D. To develop and maintain necessary records of storeroom activities as directed.

Section 6: On the specified holidays and if Sunday schedule is worked, mechanics will choose by seniority to work even though it is an employee's scheduled day off in the following manner: Maintenance employees from each regularly scheduled work shift will have first choice of working specified holiday on their own picked shift. In the event there are no volunteers to work on said picked shift, an employee from another shift may switch. If there are no volunteers at all, maintenance employees will be assigned to work their own picked shift in reverse seniority.

Section 7: No management personnel will replace unit employees except for instruction, special work or emergencies.

Section 8: Each shop employee shall be responsible for the condition of his/her tools and work area. Work areas shall be clean and tools properly stored.

Section 9: Each employee must punch his/her own time card at the start of his/her work day, at the end of his/her shift and on every occasion the employee leaves and returns to the Mass Transit property (except on official transit business). An employee who punches a time card other than his/her own may be subject to disciplinary action. An employee who requests another employee to punch the first employee's card, may be upon proof, subject to disciplinary action.

Section 10: Each employee, at the time he/she punches in on his/her card, must have

changed into his/her work clothes prior to punching the clock and be ready to work at the designated time.

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ARTICLE 32
SPECIAL TOOLS AND GEAR

Section 1: The Employer will furnish all tools to mechanics hired prior to January 1, 1992 and foul weather gear as needed by mechanics.

Section 2 : The Safety Director for Broward County shall determine those classifications of maintenance employees which need safety equipment. Individual safety shoes, safety glasses, safety gloves and back supports shall be furnished to those maintenance employees needing them, as determined by the Safety Director for Broward County.

Section 3: All maintenance employees will receive \$75.00 once a year for safety shoes, payable the first full pay period in December of that year.

Section 4 : All maintenance department employees will be required to wear clothing supplied by the Division while on duty. Mechanics and maintenance employees will present a neat and clean appearance at all times.

Section 5: All mechanics hired after January 1, 1992, shall be required to provide all hand tools up to and including sizes to one and one-quarter (1 & 1/4) inch tools. Mechanics, hired after January 1, 1992, who successfully complete their probationary period by September 30 of a given year will receive a tool allowance of \$200.00 per year, payable the first full pay period in December of that year. Thereafter, employees hired after 1/1/92 will receive a \$200 tool allowance once a year payable the first full pay period in December.

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ARTICLE 33
WORKWEEK --- MAINTENANCE

The normal workweek for all maintenance employees shall consist of five (5) consecutive days of eight (8) hours each. At the discretion of management the County may implement an alternate work schedule of four (4) consecutive days of ten hours each.

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ARTICLE 34
WASH UP

The present practice of giving two (2) ten (10) minute breaks plus five (5) minutes wash up time in the Maintenance Department shall be continued.

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ARTICLE 35
PENSIONS

The Employer agrees to continue to adopt the Florida Retirement System and incorporate herein the requirements of the Florida Retirement System as part of this Agreement.

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ARTICLE 36
GENERAL CONDITIONS

Section 1: The Employer agrees to furnish to each individual employee two (2) passes which shall be good for any dependent members (listed in Article 13 of this Agreement) either living in the employee's household or listed on their last year's income tax return as dependents. Employees who retire from County Service and receive a pension from the Florida Retirement System will receive two (2) passes good only for use by the retired employee and his/her spouse. Rules governing the use of passes will be adhered to.

Section 2: The Employer shall designate parking for private vehicles of employees who are assigned to work and are on duty.

Section 3: In the event that during the term of this Agreement the Division of Mass Transit acquires specialized equipment that requires training in order to operate said equipment it will be considered a condition of employment for any affected employee to present himself to the management at the appropriate time designated by management for training in the operation of specialized equipment. Failure to comply with this Section will be considered cause for immediate suspension followed by severe disciplinary action including termination. The Employer agrees to pay affected employees for all training required.

Section 4 : Employees covered by this Agreement may participate in an Educational Reimbursement Program to be established and administered by the Broward County Division of Mass Transit. The eligibility requirements and amount, type, and condition precedent to obtaining reimbursement will be determined at the discretion of the County and subject to the amount available in the Educational Reimbursement Fund.

Section 5: The Employer shall provide two (2) boxes, one (1) placed in the "driver's room," and one (1) placed in the "maintenance lounge," for the use of union officials for their incoming mail and correspondence.

Section 6 : In the event a unit employee is assigned out of the County, his/her expenses, i.e., lodging and meals, will be reimbursed according to Administrative Order 701.

Section 7: Should the employer issue invitations to private sector contractors to bid on work performed by employees covered by this agreement, the employer shall notify the Union of such issuance.

Section 8: The union will have four (4) seats on the employer's Safety Committee, two from Operations and two from Maintenance. In order to fill these seats, the union will submit five names for each seat (five from Copans Operations; five from Copans Maintenance; five from Ravenswood Operations; five from Ravenswood Maintenance) from which the employer will select one employee for each seat. The union's representatives selected for service on the Safety Committee shall serve a one-year term, two beginning January 1st and two beginning July 1st of each year. No union representative shall serve two consecutive terms. Off duty attendance on the Safety Committee shall not be compensated.

The union representatives will be rotated, two on January 1st and two on July 1st of each year.

Section 9: County issued identification cards will be updated at least every five (5) years

Section 10 : Maintenance employees will be subject to bi-annual retraining by the Safety and Training Department concerning areas of safety to include but not limited to, forklift and MSDS.

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SEPARABILITY

This Agreement shall be subject to and subordinate in all respects to any present or subsequent federal or state law or regulation to the extent that any of the provisions herein contained are in conflict therewith, such provisions or portions thereof shall become null and void and the remaining portions shall remain in full force and effect.

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ARTICLE 38
CONCLUDING GENERAL PROVISIONS

Section 1 : Notices permitted or required to be served under the terms of this Agreement, unless otherwise specified, shall be sufficiently served for all purposes herein when mailed by registered mail, postage prepaid, return receipt requested, as follows:

T0:
Broward County Department of Community Services
Division of Mass Transit
3201 W Copans Road
Pompano Beach, Florida 33064

and the date of receipt of such notice shall be the controlling date for all purposes hereunder. Any party to this Agreement may give a change of address to the other party by written notice, and unless such notice is given to the other party, the mailing address as set forth herein shall be considered sufficient for all purposes. Notice may be delivered in person, but in such an event, proof of such delivery by the person receiving such notice must show the day and the hour on the original of all copies of such notices.

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ARTICLE 39
SICK LEAVE & FAMILY ILLNESS LEAVE

Section 1 : During the term of this Agreement, full-time employees covered by this Agreement shall be entitled to paid sick leave one (1) day per month accumulated for a maximum of one hundred and twenty (120) days.

A. An employee shall not claim any of the following days as a sick day and no payment shall be made or requested for these days:

1. Holidays not worked, or during period of vacation;
2. Day immediately preceding or following a scheduled vacation or holiday, unless a doctor's note is presented on Mass Transit Division form;
3. When Worker's Compensation is received.

B. Earned but unused sick days shall be accumulated and paid as follows:

1. When an employee terminates employment in good standing he or she shall be paid twenty-five percent (25%) of his or her accumulated sick leave as of the effective date of termination.
2. An employee who attains the required number of years of County service for retirement, and is otherwise eligible for retirement under the Florida Retirement System, shall receive fifty percent (50%) of his or her accumulated sick leave as of the effective date of retirement.

C. Employees may take sick leave equal to and no less than run time.

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Section 2: Sick leave pay is granted for absence legitimately due to sickness, maternity, or accident only. An employee making claim for sick leave pay which the Employer considers excessive or abusive may be required to take a physical examination by a physician of the Employer's choice, without cost to the employee, to determine the physical fitness of the employee to perform his/her duties.

A. Certification by physician A medical certificate signed by a licensed Florida physician may be required by an employee's division head to substantiate a request for sick leave when:

1. The period of absence (due to illness) consisted of four or more consecutive working days.
2. The Union will be notified in writing and be given reasonable time not to exceed five (5) calendar days to counsel any unit employee who management considers to be abusing sick leave.

The employee shall be simultaneously notified in writing by management.

3. Absence from duty recurs frequently or habitually and the employee has been notified or warned that a certificate will be required should further absences occur.
4. Hospitalized employees and/or outpatient employees who furnish a doctor's certificate shall be considered to have satisfied the contract requirements.

B. Abuse of sick leave Should it be determined that an employee is taking sick leave under false pretenses, the time off shall be without pay. The employee will also be subject to disciplinary action.

Section 3: Probationary employees shall be ineligible for sick leave pay.

Section 4:

A. Effective November 1, 1983, and beginning each November 1, and October 31, an employee may convert no more than one half (1/2) of the accrued sick leave not to exceed forty (40) hours but no less than eight (8) hours earned and accrued during the preceding annual twelve (12) months provided that:

1. The employee must have no less than ninety six (96) unused sick leave hours in addition to the hours converted and,
2. The option to convert shall occur at the time the employee picks his/her vacation schedule (on or about December 15, each year) with the understanding that the converted time shall thereafter be considered annual leave and not sick leave,
3. Conversions must be in eight (8) hour increments. For operators, any conversion of less than forty (40) hours must be taken in conjunction with his/her regular vacation. Maintenance employees with conversions of less than forty (40) hours can be taken in eight (8) hour increments, and must be picked during the vacation pick. Open dates for Maintenance employees are to be bid by seniority.

Section 5: An employee, after completing the first six (6) months of employment, will be entitled to earn one (1) bonus day for each six (6) months thereafter that no sick leave is taken. The bonus day must be used within the nine (9) month period immediately following the six month (6) period in which it was earned. Each six (6) months is measured from the date of employment, or last instance of sick leave.

If a bonus day is taken as an actual day off as scheduled by the County, the employee will receive his/her regular scheduled pay time but no less than eight (8) hours. If the employee works the bonus day as scheduled by the County, he/she will receive pay for time actually worked plus an additional eight (8) hours at the straight time rate of pay.

Section 6: Employees covered by this labor agreement may participate in the County's Sick Leave Donation Program subject to the same guidelines and eligibility

requirements as non-represented employees.

Section 7:

A. Family Illness Leave may be granted to an eligible employee as defined in Paragraph B below in the case of actual sickness or disability of an immediate family member. Immediate family shall be defined as the employee's spouse, father, mother, son, daughter, and stepson/daughter if domiciled in the employee's household. Under serious and unusual circumstances, the Division Director or designee, at his/her sole discretion, will consider granting Family Illness leave for employees in the case of actual sickness or disability of an immediate family member not domiciled in the employee's household.

B. Employees who have successfully completed an initial probationary period and who are otherwise eligible to earn and use sick and annual leave may be allowed to use up to a maximum of forty (40) hours of their accrued sick leave in any one calendar year to care for an ill immediate family member.

C. Use of accrued sick leave for Family Illness is subject to the procedures of the Sick Leave Monitoring Policy governing the use of Sick Leave and shall be treated as any other usage of an employee's sick leave for the purposes of documentation and approval.

D. Leave in excess of the forty (40) hours specified in Paragraph B above may be granted in accordance with the provisions specified in Article 16, Vacations.

E. Any changes made to the Family Illness Leave benefit granted by the Board of County Commissioners for non-represented employees during

the term of this Agreement shall also apply to employees covered by this Agreement.

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ARTICLE 40
RELIEF OPERATOR

Section 1: If an operator's relief operator does not report on time to the relief point, the operator waiting for relief will be given preference in continuing the run to completion at time and a half. The operator waiting for relief must notify the dispatcher as to his or her decision of whether he or she wishes to continue the run or be relieved within two hours.

Section 2: The employee shall be guaranteed no less than one (1) hour relief time if not relieved.

Section 3 : If requested, and not relieved at the end of the first two hours, the operator may return the bus to the yard.

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ARTICLE 41
SHIFT WORK

Section 1: Maintenance employees beginning a tour of duty on or after 10:00 p.m. and working at least eight (8) hours shall receive fifty cents (\$.50) per hour in addition to their regular rate of pay. The additional fifty cents (\$.50) per hour shall be used in calculating overtime.

Section 2: Maintenance employees beginning a tour of duty on or after 3:00 p.m. to 12:30 a.m., shall receive forty-five cents (\$.45) per hour for their full tour of duty in addition to their regular rate of pay. The additional forty-five cents (\$.45) per hour shall be used in calculating overtime.

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Section 3: All regular scheduled service operators working at least seven (7) hours after 3:00 p.m., shall receive twenty five cents (\$.25) per hour for all hours worked after 3:00 p.m. in addition to his or her regular rate of pay. The additional twenty five cents (\$.25) per hour shall be used in calculating overtime.

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ARTICLE 42
CONFLICTS

Where a conflict exists between the provisions of this agreement and County Civil Service provisions, this agreement shall prevail.

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ARTICLE 43
DRUG AND ALCOHOL TESTING

Section 1.

A. The County and the Union recognize that employee substance and alcohol abuse may have an adverse impact on County government, the image of County employees, and the general health, welfare and safety of the employees and the general public at large.

B. All employees shall be fully informed of the County's substance abuse testing policy before testing is administered. Employees shall be provided with information concerning the impact of the use of drugs and abuse of alcohol on job performance. All newly hired employees shall be provided with this information within a reasonable period after their initial date of hire. No employee may be tested until this information is provided to him.

Section 2. PURPOSE: The purpose of this policy is to assure worker fitness for duty and to protect our employees, passengers, and the public from the risk posed by the use of alcohol and prohibited drugs.

Section 3. APPLICABILITY: All employees covered by this Agreement perform safety-sensitive functions and are, therefore, subject to drug and alcohol testing in accordance with this Article and applicable laws and regulations. A safety-sensitive function is any duty related to the safe operation of mass transit service including the operation, dispatch, and maintenance of a revenue service vehicle (whether or not the vehicle is in revenue service).

Section 4. DRUG-FREE WORKPLACE APPLICABILITY:

A. Pursuant to the Drug-Free Workplace Act of 1988, any employee who is convicted of a criminal drug violation occurring in the workplace must notify the County of such conviction in writing no later than five (5) days after the conviction. An employee who is convicted of a violation of a criminal drug statute occurring in the workplace will be subject to discipline, up to and including termination. As used above, the term conviction means a finding of guilty (including a plea of nolo contendere), an imposition of a sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

B. Pursuant to its obligations under the Drug-Free Workplace Act of 1988 the County will:

1. Notify the appropriate Federal grantor agencies within ten (10) days of receiving notification from an employee or otherwise receiving notice of an employee's conviction of a violation of a criminal drug statute;

2. Discipline the employee, up to and including termination, within thirty (30) days of receiving notification from an employee or otherwise receiving notice of an employee's

conviction of a violation of a criminal drug statute;

3. Make a good faith effort to maintain a drug-free workplace by fulfilling the requirements of the Drug-Free Workplace Act of 1988; and

4. Notify all employees of the County's drug-free workplace policy.

Section 5. PROHIBITED CONDUCT

A. Intoxication/Under the Influence : Any safety-sensitive employee who is reasonably suspected of being intoxicated, impaired, under the influence of a prohibited substance, or not fit for duty shall be suspended from job duties pending an investigation and verification of condition. Employees found to be under the influence of prohibited substances or who fail to pass a drug or alcohol test shall be removed from duty. A drug or alcohol test is considered positive if the individual is found to have a quantifiable presence of a prohibited substance in the body above the minimum thresholds defined in 49 CFR Part 40, as amended.

B. Alcohol Use: No safety-sensitive employee should report for duty or remain on duty when his/her ability to perform assigned functions is adversely affected by alcohol or when his/her alcohol concentration is 0.04 or greater. No safety-sensitive employee shall use alcohol while performing safety-sensitive functions, within four hours of reporting for duty, or during the hours that they are on call. In order for the test to be done at the conclusion of a shift, the test must be done immediately, and the employee shall be paid for the time necessary to conduct the test which pay shall be for no less than 30 minutes.

C. Compliance with Testing Requirements : All safety-sensitive employees will be subject to urine drug testing and breath alcohol testing. Any safety-sensitive employee who refuses to comply with a request for testing, who provides false information in connection with a test, or who attempts to falsify test results through tampering, contamination, adulteration, or substitution shall be removed from duty immediately, and their employment terminated. Refusal can include an inability to provide a specimen or breath sample within three (3) hours of the initial attempt to provide a specimen or sample without a valid medical explanation; a verbal declaration; obstructive behavior; or physical absence resulting in the inability to conduct the test.

Section 6. TESTING FOR PROHIBITED SUBSTANCES:

A. Pursuant to federal regulations and county policy, testing will be conducted for the following substances:

- Alcohol
- Marijuana
- Cocaine
- Opiates
- Phencyclidine
- Amphetamines

The County will periodically inform employees, formally and/or informally, of the dangers of drug and alcohol abuse in the workplace and of rehabilitation programs available to employees.

B. All safety-sensitive employees shall be subject to testing prior to employment, for reasonable suspicions, and following an accident, consistent with applicable federal regulations. In addition, all safety-sensitive employees will be tested prior to returning to duty after failing a drug test, during and/or after completion of rehabilitation treatment. Those employees who perform safety-sensitive functions as defined in Section 3 of this policy shall also be subject to testing on a random, unannounced basis.

C. Regarding drug testing, an initial drug screen will be conducted on each specimen. For those specimens that are not negative, a confirmatory Gas Chromatography/Mass Spectrometry (GC/MS) test will be performed. The test will be considered positive if

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the amounts present are above the minimum thresholds established in 49 CFR Part 40, as amended.

D. Tests for alcohol concentration will be conducted utilizing a National Highway Traffic Safety Administration (NHTSA)-approved evidential breath testing device (EBT) operated by a trained breath alcohol technician (BAT). If the initial test indicates an alcohol concentration of 0.02 or greater, a second test will be performed to confirm the results of the initial test. A safety-sensitive employee who has a confirmed alcohol concentration of greater than 0.02 but less than 0.04 will result in removal from his or her position for the remainder of the employee's scheduled shift. An alcohol concentration of 0.04 or greater will be considered a positive alcohol test and in violation of this policy.

E. Any safety-sensitive employee that has a confirmed positive drug or alcohol test will be removed from his/her position, informed of educational and rehabilitation programs available, and evaluated by a Substance Abuse Professional (SAP).

F. Upon successful completion of compulsory or voluntary rehabilitation (as determined by the County physician and SAP) the employee shall be returned to his/her regular duty assignment or the equivalent thereof. If continued treatment is prescribed after return to duty, such may be imposed by the County as a condition of continued employment consistent with a return to work agreement. Such prescribed treatment may include unannounced follow-up testing which shall be conducted in accordance with the federal regulations. Should an employee refuse to submit to drug or alcohol testing in accordance with this Article and the County's policy, to submit to and successfully complete a treatment and rehabilitation program prescribed by the SAP and County Physician, to comply with the requirements of any prescribed treatment, or should the employee test positive for drugs or alcohol during the rehabilitation and prescribed treatment period, the employee shall be immediately dismissed.

Section 7. Types of Testing:

A. Pre-Employment Testing : All safety-sensitive position applicants shall undergo urine drug testing and breath alcohol testing (alcohol testing suspended by FTA May 10, 1995) prior to employment. Receipt by BCT of negative test results is required prior to employment. Employees may also be required to undergo pre-employment testing following a leave of absence, seasonal layoff, out or reassigned for workers' compensation, temporary assignment to nonsafety-sensitive duties (including light duty), or combination thereof, for a period of thirty (30) consecutive days or longer.

B. Reasonable Suspicion Testing: The County may require any employee to submit to a breath and/or urine analysis when it has a reasonable suspicion that an employee is impaired in the performance of his/her duties because he is under the influence of alcohol, drugs or narcotics. To permit testing, the County must have reasonable suspicion based upon the observations of one (1) supervisor establishing reasonable suspicion to believe that an employee is under the influence of illegal drugs or alcohol.

C. Post-Accident Testing : All safety-sensitive employees will be required to undergo urine and breath testing if they are involved in an accident with a BCT vehicle (regardless of whether or not the vehicle is in revenue service) that results in a fatality. This includes all safety-sensitive employees that are on-duty in the vehicles and any other whose performance could have contributed to the accident.

1. In addition, a post-accident test will be conducted if an accident results in injuries requiring transportation to a medical treatment facility; or one or more vehicles incurs disabling damage that requires towing from the site; unless the employer determines, using the best information available at the time of the decision, that the covered employee's performance can be completely discounted as a contributing factor to the accident .

2. Following an accident, the safety-sensitive employee will be tested immediately, but not to exceed eight hours for alcohol testing and 32 hours for drug testing. Any safety-sensitive employee involved in an accident must refrain from alcohol use for eight hours following the accident or until he/she undergoes a post-accident alcohol

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test. Any safety-sensitive employee who leaves the scene of the accident without justifiable explanation prior to submission to drug and alcohol testing will be considered to have refused the test and their employment terminated. Employees tested under this provision will include not only the operations personnel, but any other covered employees whose performance could have contributed to the accident.

D. Random Testing: Employees in safety-sensitive positions will be subjected to random, unannounced testing. At least 50 percent of the total number of safety-sensitive employees subject to drug testing and at least 25 ten 10 percent subject to alcohol testing must be tested each year. These percentages are subject to change as prescribed in the federal regulations as amended.

E. Return-to-Duty Testing : All safety-sensitive employees who previously tested positive on a drug or alcohol test must test negative and be evaluated and released to duty by the Substance Abuse Professional before returning to work.

F. Follow-up Testing : Safety-sensitive employees will be required to undergo random urine and breath testing consistent with their return to work agreement.

G. Employee Requested Testing: Any safety-sensitive employee who questions the results of a required drug test under paragraphs 6.1 through 6.5 of this policy may request that an additional test be conducted. This test must be conducted at a different testing DHHS-certified laboratory. The test must be conducted on the split sample that was provided at the same time as the original sample. All costs for such testing are paid by the employee unless the result of the split sample test is negative. The method of collecting, storing, and testing the split sample will be consistent with the procedures set forth in 49 CFR Part 40, as amended. The employee's request for a split sample test must be made to the MRO within 72 hours of notice of the initial test result. Requests after 72 hours will only be accepted if the delay was due to documentable facts that were beyond the control of the employee.

Section 8. EMPLOYEE ASSESSMENT:

A. Any safety-sensitive employee who tests positive for the presence of illegal drugs or alcohol above the minimum thresholds set forth in 49 CFR Part 40, as amended, will be evaluated by a Substance Abuse Professional (SAP). A SAP is a licensed physician, or a licensed or certified psychologist, social worker, employee assistance professional, or addiction counselor with knowledge of and clinical experience in the diagnosis and treatment of controlled substance or alcohol-related disorders. The SAP will evaluate each employee to determine what assistance, if any, the employee needs in resolving problems associated with prohibited substance abuse or misuse.

B. An employee who test positive for the presence of alcohol, and is referred to a SAP for assessment, shall have the option to take advantage of the following applicable review process:

1. If the County contracts with an outside provider for SAP services, the following process will apply:

After a SAP has recommended treatment and the employee has met with a treatment provider to prepare a treatment plan, the employee may request that his/her case be reviewed by a County Employee Assistance Program SAP if the employee disagrees with the treatment recommendation.

2. If the County does not contract with an outside provider for SAP services, the following process will apply:

After a County Employee Assistance Program SAP has recommended treatment and the employee has met with a treatment provider to prepare a treatment plan, the employee may request that his/her case be reviewed by a qualified third party SAP if the employee disagrees with the treatment recommendation. The County and the Union will mutually select the third party SAP.

C. If a safety-sensitive employee is allowed to return-to-duty, he/she must properly follow the rehabilitation program prescribed by the SAP, the employee must pass

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return-to-duty drug and alcohol tests, and be subject to unannounced follow-up tests for a period of up to five years from date of return to duty. Should the employee be unavailable for follow-up testing due to approved leave of absence, seasonal layoff, out or reassigned for workers' compensation, any temporary assignment to nonsafety-sensitive duties (including light duty) or combination thereof, for a period of thirty (30) consecutive days or longer, the employee shall be re-evaluated by the SAP to determine whether the requirement for and term of treatment and/or the Return to Work Agreement shall be extended accordingly. The cost of any treatment or rehabilitation services will be paid directly by the employee or their insurance provider.

Section 9. SYSTEM CONTACT: Any questions regarding this policy or any other aspect of the drug-free and alcohol-free transit program individuals should contact the following transit system representative:

Drug and Alcohol Testing Program Manager

Broward County Transit(305) 357-8304

Section 10. VOLUNTARY ADMITTANCE : All employees are encouraged to make use of the available resources for treatment for alcohol and substance abuse problems. An employee may be allowed to voluntarily enter a County approved chemical dependency program, assuming that the employee has had no history of substance influence or use and that no disciplinary action is pending (and further that the employee has done nothing for which he could be subject to disciplinary action) at the time of such request.

Section 11. GENERAL PROVISIONS:

A. The parties agree that rehabilitation rather than discipline is the primary objective. At the conclusion of the drug and/or alcohol testing, the County may take whatever action, if any, it deems appropriate. However, in the case of an employee who has not previously tested positive, and except in cases involving moderate or major property damage, personal injury of passengers or other members of the public or gross misconduct by the employee, the employee shall be permitted to enter a County approved chemical dependency program.

B. Testing shall be conducted in a manner to assure a high degree of accuracy and reliability and using techniques, equipment, and laboratory facilities which have been approved by the U.S. Department of Health and Human Services (DHHS). All testing will be conducted consistent with the procedures put forth in 49 CFR [Part 40, as amended.]

C. An employee affected by the provisions of the Article shall be granted the opportunity to contact and meet with a Union official in order to advise the Union of the desire of the County to take a urine sample and/or breath sample prior to said sample being given by the affected employee. However, in no event will the test be delayed by more than one (1) hour.

D. Two (2) years after treatment is completed, the records of such treatment shall be retired to a closed medical record. The employee shall be given a fresh start with a clean administrative record and the retired records shall not be used against the employee in any proceeding. However, this fresh start provision may be used only for the first instance of compulsory treatment.

E. Application of all aspects of this procedure are subject to the grievance procedure.

F. The Union, upon request, shall have the right to observe any aspect of the drug testing program, with the exception of individual test results. The Union may inspect individual test results only if the release of such information is authorized by the employee involved, or may observe an individual during testing only if consented to by the individual. Such authorization or consent must be in writing.

G. Employees are entitled to all rights, benefits and protections to which they are otherwise entitled under law but which are not expressly set out herein.

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H. This article is not intended as a complete restatement of the federal regulations or the County's policy. All regulatory requirements not specified herein shall govern the implementation of this article.

I. The parties agree that the Broward County Transit substance abuse policy shall be consistent with the Federal regulations adopted pursuant to the Drug Free Workplace Act of 1988, the Omnibus Transportation Employee Testing Act of 1991, and any other applicable State or Federally mandated rules or regulations.

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ARTICLE 44
WORK RULES

Section 1: The County's operations work rules revised October 1999, and maintenance work rules revised October 1996 ("work rules") are incorporated by reference herein, and shall in all respects be part of the Agreement. Any application or interpretation of these rules shall be subject to the grievance procedure.

Section 2: Should the County desire to add to, delete, and/or amend a current work rule or to issue a new work rule, such work rule shall be presented, in writing, to the Union at least thirty (30) days prior to proposed implementation of the new work rule.

Section 3: Nothing in this provision shall constitute a waiver of the Union's right, under the Public Employees Relation Act, if any, to bargain over the impact of any proposed work rule.

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ARTICLE 45
RUN/SHIFT EXCHANGE

Section 1: Effective January 1, 1992, members of the bargaining unit, except probationary employees in training, shall have the right to request a run/shift exchange by means of a form provided by the County, which both parties to the exchange must complete and sign. The completed form must be presented to the Superintendent or designee for approval. Requests for exchanges must be made seventy-two (72) hours in advance. In the case of a documentable emergency, approval may be granted with less than seventy-two (72) hours notice at the discretion of the Superintendent.

Section 2: The maximum number of exchanges allowable for any bargaining unit member shall not exceed five (5) exchanges per calendar year for an employee initiating the request. Run/shift exchange cannot be used in conjunction with a scheduled vacation.

Section 3: Any employee on duty by virtue of a run/shift exchange shall be entitled to the same benefits, privileges, and protections and shall assume the same responsibilities as on-duty personnel. Repayment of a run/shift exchange is the responsibility of the employee.

Section 4: A replacement who leaves work early because of illness shall have the sick leave deducted from his/her bank and not from the bank accrued by the employee originally assigned to the run/shift. Otherwise, payroll computations will not be affected by run/shift exchanges.

Section 5: A run/shift exchange constitutes an even exchange and neither party becomes eligible for overtime pay because of the exchange. Each employee will be credited as if they had worked their normal schedule.

Section 6: An employee who abuses the procedures described in this Article shall be subject to the loss of the right to run/shift exchange for the period of one (1) year. Any member of the bargaining unit who agrees to run/shift exchange, but reports sick

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for the agreed exchange must provide doctor's lines to verify the illness. All sick reporting or booking off a run must be done in accordance with existing policies. An employee who fails to provide doctor's lines or otherwise fails to report to work the agreed run/shift, shall be subject to disciplinary action. Members of the bargaining unit are encouraged to police the practice themselves with the operational needs of the County, as well as the practical needs of their bargaining unit members in mind.

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ARTICLE 46
PART-TIME BUS OPERATORS

All terms and conditions of the labor agreement, including work rules, shall apply to part-time operators except as otherwise specifically provided in this Article:

Section 1: The total number of part-time operators shall not exceed 5% (five) percent of the total number of budgeted full-time bus operators. No full-time bus operator will be laid off as a result of hiring part-time bus operators. Notwithstanding the provisions of Article 8 (Reduction in Personnel - Reemployment), in the event of a layoff, part-time operators shall be laid off prior to any full-time operator being displaced.

Section 2: Part-time operators will not be scheduled to work more than five (5) hours per day and not more than twenty-five (25) hours or less than twenty (20) per week. Part-time operators shall be used for working AM or PM trippers only, which are not part of a full-time bid run. Part-time operators will not work Sundays, football, or other special park and rides.

Section 3: Leave of Absences shall not exceed ninety (90) calendar days for part-time operators. Granting of such leave will be at the discretion of management.

Section 4 : The part-time seniority list will remain separate from that of the full-time bus operators list.

Section 5: For the purposes of Sick and Annual Leave part-time operators will accrue leave on a pro-rata basis as defined by the number of hours worked.

Section 6: A part-time bus operator will be given the first opportunity to change their status to full-time bus operator when a position becomes available. If they refuse the full-time bus operator position, they remain at their current status and the opportunity for full-time status will then be passed to the next part-time operator on the part-time seniority list until exhausted. Thereafter, full-time positions will be filled from the County's eligibility list. Part-time bus operators who have completed their initial six-month probationary period who accept a full-time operator position shall serve a probationary period of sixty-nine (69) working days and in the event that operator's probation is rejected, the operator shall have a right to retreat to a part-time operator position. Part-time bus operators who have not completed their initial six-month probationary period who accept a full-time operator position shall serve a full-time probationary period six (6) months beginning on date of full-time employment and shall have no right to retreat to a part-time position.

Full-time operators shall have the option to fill part-time vacancies prior to the hiring of new part-time operators. In the event the converted part-time operator wishes to revert back to full-time s/he could do so and return to full-time status with prior seniority if this change is made within seventy (70) working days.

Section 7: Part-time operators shall be paid four (4) hours at their regular rate of pay for each Holiday.

Section 8: Part-time runs will be assigned via a pick based on part-time seniority regardless of facility. Part-time operator picks will coincide with full-time operator picks. Part-time operators shall be paid for all hours worked at their regular rate of pay.

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Section 9: All part-time operators will receive an initial uniform upon completion of training as outlined in Article 27 except that s/he will receive 3 shirts, 2 trousers and the choice of a sweater or jacket, the remaining balance will be given upon completion of full-time training, if applicable. These uniform items must be returned to BCT in the event the employee leaves during his or her first calendar year otherwise the cost of initial uniforms will be deducted from their final paycheck. Subsequent vouchers ninety (\$90.00) will be issued similarly to full-time issuance according to Article 27. For the purpose of the proration process (using \$8.33 per month) will be used for part-time operators.

Section 10: Part-time bus operators will only be issued one pass which will only be good for their use. A second pass for use by the part-timer's family will not be issued. At any time when leaving the employ of Mass Transit the pass and transfer punch holder and all other necessary items that may be required to be returned, before the final payroll check will be issued.

Section 11: Any part-time operator reporting for work late five (5) minutes or less, may be held for part-time work at the dispatchers discretion.

Section 12: The following rules and regulations shall apply to the operation of the Part-time Extra Board which shall be separate from the Full-time Extra Board establish in Article 23, Section 2. These rules and regulations shall be posted in the operators' room and may be changed from time to time by the mutual written agreement of both parties.

A. A Part-time Extra Board may operate from either facility as needed.

B. If a part-time run is open the prior day, it will be filled by a part-time extra board operator.

C. If no part-time run is open the prior day, part-time operator assigned a.m. extra board will standby in the a.m. and the other assigned p.m. extra board operator will standby in the p.m.

D. A Part-time Extra Board operator shall be guaranteed two (2) hours standby pay per day but no less than twenty (20) hours per week provide all reports are made.

E. Should a Part-time Extra Board operator fail to make any report to which s/he is assigned, the amount of the weekly minimum guarantee of pay shall be reduced by one-fifth (1/5th) of said guarantee for each day the Part-time Extra Board operator fails to report properly.

F. If a regular part-time operator is on long term approved leave (such as vacation, sick leave, workers' compensation, etc.), the Part-time Extra Board operators for that facility will bid for the hold down by seniority or will be assigned (if the run is not bid). A.m. regular part-time runs will be bid from the a.m. extra board and p.m. regular part-time runs will be bid from the p.m. extra board.

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ARTICLE 47
DURATION OF AGREEMENT

Section 1: The provisions of this agreement shall be effective upon ratification of the Unit membership and approval of the Board of County Commissioners for Broward County, Florida and shall continue in force thereafter, through September 30, 2002, exclusively for those bargaining unit employees on the Mass Transit Division payroll on the date of approval of this Agreement by the Board of County Commissioners.

Section 2: This Agreement shall remain in effect from year to year after September 30, 2002, unless changed or terminated as herein provided.

A. For fiscal year 2000/01 either party may notify the other by submitting a written

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intent to bargain, not less than sixty (60) days prior to the expiration date, that it desires to re-open the agreement for negotiation. If such notice is made, the parties shall re-open Article 26 of the agreement to negotiate compensation for the 2000-2001 fiscal year. During these negotiations, each party may designate up to two (2) additional articles to be re-opened for re-negotiation, for a maximum total of five (5) articles.

B. For fiscal year 2001/02 either party may notify the other by submitting a written intent to bargain, not less than sixty (60) days prior to the expiration date, that it desires to reopen the agreement for negotiation. If such notice is made, the parties shall re-open Article 26 of the agreement to negotiate compensation for the 2001-2002 fiscal year. During these negotiations, each party may designate up to two (2) additional articles to be re-opened for re-negotiation, for a maximum total of five (5) articles.

C. If such notice is given by either party, it shall also contain an offer to meet and confer with the other party for the purpose of negotiating a new Agreement. In the event the parties cannot reach an Agreement on any said proposed changes or modifications, then such proposed changes or modifications as either party may desire to have arbitrated as provided for by Florida law.

Section 3: If no Agreement shall have been reached by the parties within thirty (30) days from the expiration of said term of this Agreement, the Federal Mediation and Conciliation Service and any state agency established to mediate and conciliate disputes within the state shall be notified of the existence of a dispute as provided for by Florida law.

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ARTICLE 48
LETTERS OF UNDERSTANDING

The attached letters of understanding described below are to continue in effect throughout the term of this Agreement.

- 1) November 13, 1978, re: Article 31
- 2) September 23, 1991, re: vendor items
- 3) June 27, 1995, re: Applicability of Federal Transit Administration Regulations to contractual Drug or Alcohol Testing.
- 4) October 5, 1999, re: Promotional Policy
- 5) December 19, 1995 re: Probation Extension
- 6) Light Duty Policy Maintenance
- 7) October 8, 1999, re: Run Relief
- 8) October 8, 1999, re: Restroom Facilities
- 9) October 8, 1999, re: Labor Management Committee - Performance Bonus
- 10) October 8, 1999, re: Labor Management Committee - Early Exit Program
- 11) October 8, 1999, re: Development of Guidelines - Diabetic Bus Operators
- 12) October 8, 1999, re: Clarification of Medical Arbitration and Light Duty
October 5, 1999

Joe Catricola, President
ATU Local 1267

c/o Mass Transit Division

RE: Letter of Understanding - Promotional Policy

Dear Mr. Catricola:

The purpose of this letter is to document our mutual understanding and agreement regarding promotions or appointments to the Maintenance Section of the Mass Transit Division. This letter further replaces the Letter of Understanding effective August 10, 1995.

The promotional policy affecting promotions or appointments to positions between the Maintenance and Operations Sections of the Mass Transit Division is as follows:

1. Promotion means a change of employment status from a position of one classification to a position of another classification which has a higher maximum salary. Promotional appointments shall not be grievable.

2. The wage rate upon promotion will be set as follows:

a. Employees promoted to the Maintenance Section shall be assigned the wage rate which is closest to their pre-promotion wage rate, without a decrease. In the case where the employee selected is at a rate higher than the highest rate of the promotion position, the employee will only be paid at the highest rate of the promotion position, not his\her pre promotion rate.

b. Employees promoted to the Operations Section shall be assigned the training rate for the period of training. Upon the successful completion of training, the employee will be assigned his or her pre-promotion wage rate immediately prior to the promotion, without a decrease. Thereafter, employees will move through the wage rate schedule outlined in Article 26 as appropriate.

3. The date of promotion, without regard for years of service, shall be used to determine seniority date and annual raises (until the employee reaches the "Thereafter Step" in the new position). The date of hire shall still be used for all other seniority purposes.

4. There shall also be a probationary period served when an employee is promoted. The term of this period shall be six (6) calendar months from the "established date and hour of employment", consistent with Article 17. There shall be no right of appeal from a probationary rejection action taken against an employee, during this probationary period, except in cases involving alleged discrimination. If an employee is removed during the probationary period following a promotion for failure to perform satisfactorily, there shall also be a probationary period served when an employee is promoted. The term of this period shall be six (6) calendar months from the "established date a

A probationary promotional appointment does not affect an employee's earned permanent status and rights in the County system acquired in another position. The promoted employee retains the right to bring a grievance under any term or condition of employment specified in this Agreement.

5. If the promoted employee is returned to their former position, which is in the bargaining unit, he or she will be returned with no loss of seniority. If the promoted employee voluntarily decides to bid back to their former position, which is in the bargaining unit, after seventy (70) working days, they will do so at the bottom of the applicable seniority list.

If you agree that the contents of this letter accurately reflects our agreement, please sign below and return to me.

Sincerely,

ATU1267_Broward

Phil Rosenberg, Director Union Representative

October 8, 1999

Joe Catricola, President

ATU Local 1267

c/o Mass Transit Division

RE: Letter of Understanding - Run Relief

Dear Mr. Catricola:

The purpose of this letter is to establish our mutual understanding with regard to a mechanism to objectively address runs which may have insufficient time to provide for optimal customer service and safety.

The following establishes the procedures for run relief:

1. An operator will notify management, in writing, of his or her concern with regard to run time for a particular run.
2. Management, with the assistance of the Union, will review the run (for up to ten runs).
3. Should a determination be made that additional time is needed on the run and such can be added without interfering with the entire route schedule, time may be added. If time is added to a run, NO bump down pick (as described in Article 24, Section 5) will be required.

Nothing herein infringes on management's right to set operation schedules.

If this letter is consistent with our mutual understanding please, sign below.

Sincerely,

Phil Rosenberg, Director Union Representative

October 8, 1999

Joe Catricola, President

ATU Local 1267

c/o Mass Transit Division

RE: Letter of Understanding - Restroom Facilities

Dear Mr. Catricola:

The purpose of this letter is to establish our mutual understanding with regard to the availability of restrooms at the end of a run.

If the Union requests management to review the accessibility of restroom facilities at the end of a run, management will use its best efforts to secure access at established restroom facilities.

If this letter is consistent with our mutual understanding, please sign below.

Sincerely,

ATU1267_Broward

Phil Rosenberg, Director Union Representative

October 8, 1999

Joe Catricola, President

ATU Local 1267

c/o Mass Transit Division

RE: Letter of Understanding - Performance Bonus/Gain Sharing Committee

Dear Mr. Catricola:

The purpose of this letter is to establish our mutual understanding of the creation of a Performance Bonus/Gain Sharing Committee as outlined herein.

Effective no later than December 31, 1999, the Union and the County agree to create a Labor Management Committee on incentives and productivity gains. The Labor Management Committee shall consist of three (3) representative from the Union and three (3) from the County. The purpose of this Committee will be to identify job related incentives that will compensate employees as a job related performance bonus or gain sharing. The Committee will reduce their recommendations to writing, and in turn, will be submitted to the County Administrator and the Union President for approval. Once approved by the County Administrator and the Union President, the recommendations shall be implemented after the bargaining unit members have accepted and ratified the recommendations, and if necessary, acceptance by the County Commission.

If this letter is consistent with our mutual understanding, please sign below. I believe the creation of this committee is a positive step in further developing the relationship and cooperation between union and management toward the efficient operation of such a valuable public service.

Sincerely,

Phil Rosenberg, Director Union Representative

October 8, 1999

Joe Catricola, President

ATU Local 1267

c/o Mass Transit Division

RE: Letter of Understanding - Committee for Review of Early Exit Program

Dear Mr. Catricola:

The purpose of this letter is to establish our mutual understanding of the creation of a Early Exit Review Committee. During bargaining, the Union requested consideration of a proposal for the early exit of some eligible members. The proposal included that each employee retiring early shall receive, as an incentive, \$300.00 per month for up to three (3) years or to the age of Medicare eligibility, not to exceed three (3) years. Management agrees to consider the Union's proposal and the Labor Management Committee will be created to explore all the impacts of this proposal.

This Labor Management Committee will be created prior to December 31, 1999. The purpose of this Committee will be to identify the eligibility and impacts of a proposal and explore implementation a proposal in a subsequent year of this labor agreement (99/00, 00/01, 01/02).

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The Union may nominate three bargaining unit members to participate on the Committee. Management will provide whatever subject matter experts on staff necessary to consider the options explored.

If this letter is consistent with our mutual understanding, please sign below.

Sincerely,

Phil Rosenberg, Director Union Representative

October 8, 1999

Joe Catricola, President

ATU Local 1267

c/o Mass Transit Division

RE: Letter of Understanding - Development of Guidelines for Diabetic Bus Operators

Dear Mr. Catricola:

The purpose of this letter is to document our mutual agreement that the County and the Union agree to meet and discuss the development of guidelines with regard to Diabetic bus operators.

If this letter is consistent with our mutual understanding please sign below.

Sincerely,

Phil Rosenberg, Director Union Representative

October 8, 1999

Joe Catricola, President

ATU Local 1267

c/o Mass Transit Division

RE: Letter of Understanding - Clarification of Medical Arbitration and Light Duty

Dear Mr. Catricola:

The purpose of this letter is to document our mutual agreement with regard to medical arbitration as described in Article 9, Section 3 and the Light Duty policy.

1. The Union and the County agree that any individual who is offered or has the opportunity to work light duty and rejects such light duty while filing for medical arbitration under Article 9, will not be considered "held out" of service pursuant to Article 9, Section 3. Accordingly, those individuals would not be eligible for the fifteen days pay, if the third doctor put the employee back to work.

2. In the event that an individual does work light duty during medical arbitration and such light duty is less than his or her regular scheduled shift, if he or she prevails under Article 9, Section 3, that employee would be "made whole" and be paid the difference between the amount of time that he or she actually worked light duty and his or her regularly scheduled shift.

If this letter is consistent with our mutual understanding, please sign below.

Sincerely,

Phil Rosenberg, Director Union Representative

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ARTICLE 49
SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and signed by their duly authorized representatives, as of this ____ day of _____, 1999.

AMALGAMATED TRANSIT UNION, BROWARD COUNTY, FLORIDA

LOCAL 1267 BY ITS BOARD OF COUNTY

COMMISSIONERS

By _____ By _____

President Commission Chair

By _____ By _____

Vice-President County Administrator

By _____ By _____

Bargaining Team Member Director of Human Resources

By _____ By _____

Bargaining Team Member Labor Relations Manager

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